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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SACHA ROBERTS, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

OSTENDO TECHNOLOGIES, INC., a
corporation; HUSSEIN S. EL-GHOROURY,
an individual; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2020-00015752-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Katherine A. Bacal in Dept. C-69]

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

*[Filed concurrently with Declaration of Kelsey
M. Szamet and Proposed Order]*

Date: August 25, 2023

Time: 1:30 p.m.

Dept.: C-69

Complaint Filed: May 26, 2020

FAC Filed: May 29, 2020

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 25, 2023 at 1:30 p.m. in Department C-69 of
3 the above-entitled court, Plaintiff SACHA ROBERTS will move the Court for an Order of
4 Preliminary Approval of the Joint Stipulation of Class Action and PAGA Settlement and Release
5 of Claims (“Settlement Agreement” or “Settlement”), a copy of which is filed concurrently
6 herewith.

7 By this Motion, Plaintiff requests that the Court:

8 (1) Grant preliminary approval of the fully-executed Joint Stipulation of Class Action
9 and PAGA Settlement and Release of Claims (“Settlement” or “Settlement Agreement”). A true
10 and correct copy of the Settlement Agreement is attached hereto as Exhibit “1”;

11 (2) Approve the proposed Notice to Class Members, a copy of which is attached to the
12 Settlement Agreement as Exhibit “A,” and direct that the Notice be sent to Class Members in the
13 manner set forth in the Settlement Agreement; and,

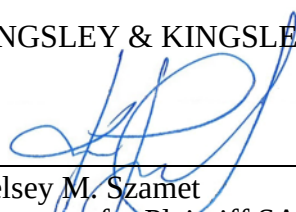
14 (3) Schedule a hearing on final approval of the proposed Settlement and Plaintiff’s
15 counsel’s application for an award of attorney’s fees and litigation costs at which Class Members
16 may be heard (“Final Approval Hearing”).

17 The Motion will be made on the grounds that the proposed Settlement Agreement is fair,
18 adequate, reasonable, and in the best interest of the Class and the Parties.

19 The Motion will be based on this Notice of Motion, the attached Memorandum of Points
20 and Authorities, the Declaration of Kelsey M. Szamet, the Settlement Agreement and Release, all
21 other papers and records on file in this action, and on such oral and documentary evidence as may
22 be presented at the hearing on this Motion.

23
24 DATED: August 2, 2023

KINGSLEY & KINGSLEY, APC

25
26 By: 

27 Kelsey M. Szamet
28 Attorneys for Plaintiff SACHA ROBERTS and the
proposed class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff SACHA ROBERTS (“Plaintiff” or “Class Representative”) submits this
4 Memorandum of Points and Authorities in support of Plaintiff’s Motion for Preliminary Approval
5 of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims reached
6 between Plaintiff and Defendants OSTENDO TECHNOLOGIES, INC., a corporation and
7 HUSSEIN EL-GHOROURY, an individual (collectively, “Defendants”) (Plaintiff and Defendants
8 together, the “Parties”).

9 By this Motion, Plaintiff requests that the Court:

10 (1) Grant preliminary approval of the fully-executed Joint Stipulation of Class Action
11 and PAGA Settlement and Release of Claims (“Settlement” or “Settlement Agreement”). A true
12 and correct copy of the Settlement Agreement is attached hereto as Exhibit “1”;

13 (2) Approve the proposed Notice to Class Members, a copy of which is attached to the
14 Settlement Agreement as Exhibit “A,” and direct that the Notice be sent to Class Members in the
15 manner set forth in the Settlement Agreement; and,

16 (3) Schedule a hearing on final approval of the proposed Settlement and Plaintiff’s
17 counsel’s application for an award of attorney’s fees and litigation costs at which Class Members
18 may be heard (“Final Approval Hearing”).

19 **II. FACTUAL BACKGROUND**

20 **A. Relevant Facts and Procedural History**

21 Defendant is a start-up technology company with patented technology for use with
22 Augmented Reality Display devices.¹ (See Exhibit “2”, Declaration of Hussein S. El-Ghoroury
23 ¶1(“El-Ghoroury Decl.”). During the relevant Class Period, Defendants largely relied on investor
24 funds to make payroll and there was a time period that they were not able to make payroll. (El-
25 Ghoroury Decl. ¶2.)

26 Plaintiff worked as a senior “Technical Artist” from approximately April 19, 2017 to
27 January 31, 2020 when he resigned from his position after Defendants failed to make payroll for
28

¹ <https://www.ostendo.com/>

several months. (Declaration of Kelsey M. Szamet ¶4)(“Szamet Decl.”).

Plaintiff filed a putative class action Complaint for Damages on May 26, 2020, against Defendants in the San Diego County Superior Court, Case No. 37-2020-00015752-CU-OE-CTL, entitled *SACHA ROBERTS, an individual, on behalf of himself and others similarly situated v. OSTENDO TECHNOLOGIES, INC., a corporation; HUSSEIN S. EL-GHOROURY, an individual; and DOES 1 thru 50, inclusive* (“Action”). (Szamet Decl. ¶5.) He alleged causes of action for: (1) Failure to Pay Wages and/or Overtime (2) Failure to Pay Timely Wages (3) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (4) Waiting Time Penalties Pursuant to Labor Code § 203; and (5) Violation of Business & Professions Code § 17200. (*Id.*)

On March 25, 2020, in compliance with Labor Code § 2699.3(a)(l), written notice was provided via online filing to the Labor and Workforce Development Agency’s (“LWDA”), setting forth the facts and theories of the violations alleged against Defendants. (Szamet Decl. ¶6.) As such, on May 29, 2020, Plaintiff filed a First Amended Class Action Complaint, adding an additional claim for civil penalties pursuant to Labor Code section 2699, *et seq.* (“PAGA”) based upon the same alleged Labor Code violations at issue in the complaint. (*Id.*)

B. Discovery Process and Mediation

After the matter was at issue, the Parties began to engage in informal discovery to understand the nature of the allegations and the scope of potential liability. (Szamet Decl. ¶7.) Defendants provided Plaintiff’s counsel with pertinent data for the Class Members and PAGA Members so that the Parties could fully-investigate the claims at issue and understand their strengths and weaknesses. (Szamet Decl. ¶8.)

On April 1, 2021, the Parties attended a full-day mediation with experienced bankruptcy judge and mediator the Hon. Mitchell R. Goldberg (Ret.) (Szamet Decl. ¶9.) Although a settlement was not reached that same day, the Parties continued their settlement negotiations and meet and confer efforts extensively and were able to reach a settlement, as provided herein, to settle Plaintiff’s claims on a class-wide and representative basis. (*Id.*) This case is unique because, as will be discussed in more detail below, the LWDA was also involved and had issued Defendant a sizeable citation related to the same claims being litigated in this matter. (Szamet Decl. ¶10; El-

1 Ghoroury Decl. ¶3-6.)

2 Based on their own independent investigation and evaluation, Class Counsel is of the
3 opinion that the Settlement Agreement with Defendants is fair, reasonable and adequate, and in
4 the best interest of the settlement classes in light of all known facts and circumstances, including
5 the risk of significant delay, defenses asserted by Defendants, uncertainties regarding a class and
6 representative action trial on the merits, and numerous potential appellate issues. (Szamet Decl.
7 ¶11.) Although Defendants denies any liability, Defendants is agreeing to this Settlement
8 Agreement solely to avoid the cost of litigation. (*Id.*) Accordingly, the Parties and their counsel
9 desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising
10 from or relating to the Action on the terms set forth here. (*Id.*)

11 **III. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR**
12 **SETTLEMENT PURPOSES**

13 Originally creatures of equity, class actions have been statutorily embraced by the
14 Legislature whenever “the question [in a case] is one of a common or general interest, of many
15 persons, or when the parties are numerous, and it is impracticable to bring them all before the
16 court” (Code Civ. Proc. § 382; *see, e.g., Fireside Bank v. Sup. Court* (2007) 40 Cal.4th 1069,
17 1078.) They serve an important function by “establishing a technique whereby the claims of many
18 individuals can be resolved at the same time” thereby “eliminat[ing] the possibility of repetitious
19 litigation and provid[ing] small claimants with a method of obtaining redress.” (*Richmond v. Dart*
20 *Industries, Inc.* (1981) 29 Cal.3d 462, 469.) Public policy supports the use of class actions to
21 enforce wage and overtime laws for the benefit of workers. (*See Sav-on Drug Stores, Inc. v. Sup.*
22 *Court* (2004) 34 Cal.4th 319, 340.)

23 The certification question is “essentially a procedural one that does not ask whether an
24 action is legally or factually meritorious.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439–
25 440.) A court ruling on a certification motion must determine “whether . . . the issues which may
26 be jointly tried, when compared with those requiring separate adjudication, are so numerous or
27 substantial that the maintenance of a class action would be advantageous to the judicial process
28 and to the litigants.” (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

1 The California Supreme Court has identified three certification requirements: (1) “the
2 existence of an ascertainable and sufficiently numerous class”; (2) “a well-defined community of
3 interest”; and, (3) “substantial benefits from certification that render proceeding as a class superior
4 to the alternatives.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)
5 The “community of interest” requirement includes three additional requirements: (1) common
6 questions of law or fact predominant over individual questions; (2) the class representatives have
7 claims or defenses typical of the class; and (3) the class representatives can adequately represent
8 the class. (*Ibid, citing Fireside Bank, supra*, 40 Cal.4th at 1089.)

9 Class certification for settlement purposes is proper in this case as the proposed Settlement
10 Class satisfies each of the requirements under Code of Civil Procedure § 382. Accordingly, this
11 Court should certify the putative settlement class.

12 A. Plaintiff Contends That The Proposed Class Is Ascertainable and Sufficiently Numerous

13 1. Ascertainability

14 Putative class members are deemed “ascertainable” when they may be “readily identified
15 without unreasonable expense or time by reference to official records.” (*Rose v. City of Hayward*
16 (1981) 126 Cal.App.3d 926, 932.) In determining whether a class is ascertainable, a court
17 scrutinizes the class definition, the size of the class and the means of identifying class members.
18 (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.)

19 Here, Plaintiff maintains that the proposed Settlement Class Members is ascertainable for
20 several reasons: First, Defendants has agreed in the Settlement Agreement to provide a class list
21 to the Settlement Administrator containing the full name, last known home address, last known
22 home telephone number, social security number, and dates of employment and Compensable Pay
23 Periods for all putative class members after issuance of the preliminary approval order. (Szamet
24 Decl. ¶12; Ex. 1 at ¶1.4.) Second, the settlement class consist of Defendants’ employees, and
25 Defendants is required to keep records of its employees’ names, home addresses, and social
26 security numbers. (*See Wage Order 4-2001*, subsection 7(c); Szamet Decl. ¶13.) Third and finally,
27 Defendants informally produced Plaintiff’s personnel file and sample pay data and wage
28 statements for Settlement Class Members containing class member contact information, which

1 confirms that all Settlement Class Members may be readily identified based on Defendants'
2 records. (Szamet Decl. ¶14.)

3 2. Numerosity

4 There is no set number that is required as a matter of law to maintain a class action. (See,
5 *e.g.*, *Rose v. City of Hayward*, *supra*, 126 Cal.App.3d at p. 934.) Here, the proposed settlement
6 class contains approximately 118 Class Members. (Ex. 1 at ¶6.1.) Therefore, Plaintiff is confident
7 he will be able to establish that the proposed settlement class is ascertainable and sufficiently
8 numerous. (Szamet Decl. ¶15.)

9 B. Plaintiff Contends That There Is a Well-Defined Community of Interest

10 1. There Are Predominant Questions of Law and Fact

11 In deciding whether questions of common or general interest predominate, a court must
12 determine whether “the issues which may be jointly tried, when compared with those requiring
13 separate adjudication, are so numerous or substantial that the maintenance of a class action would
14 be advantageous to the judicial process and to the litigants.” (*Collins v. Rocha* (1972) 7 Cal.3d
15 232, 238; *accord*, *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) As a
16 general matter, if the Defendants’ liability can be determined by facts common to all members of
17 the class, a class will be certified even if the members must individually prove their damages.”
18 (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916, 107; *accord*, *Knapp v.*
19 *AT & T Wireless Services, Inc.* (2011) 195 Cal.App.4th 932, 941.)

20 Here, Plaintiff argues that there are questions of law and fact common to the proposed
21 settlement class that predominate over any questions affecting only individual Class Members.
22 (Szamet Decl. ¶16.) These common questions include:

- 23 1) Whether Defendants failed to pay all wages and/or overtime compensation;
24 2) Whether Defendants failed to pay timely wages;
25 3) Whether Defendants failed to provide accurate itemized wage statements;
26 4) Whether Defendants failed to pay compensation due and owing upon termination
27 of employment;
28 5) Whether Defendants engaged in unfair competition; and,

6) Whether Defendants violated § 2699, et seq. of the Labor Code by engaging in the acts previously alleged.

(Szamet Decl. ¶17.)

Plaintiff's challenge to Defendants' uniform policies and practices involves common factual and legal issues that are amenable to class treatment. (Szamet Decl. ¶18.) As the California Supreme Court has emphasized, "[c]laims alleging that a uniform policy consistently applied to a group of employees is in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment." (*Brinker, supra*, 53 Cal.4th at 1033; *see also Bradley v. Networkers International, LLC* (2012) 211 Cal.App.4th 1129, 1141-1146.) Moreover, a class of similarly situated employees may be certified based on common questions of fact or law, even if each employee has to establish the amount of his or her damages. (*See Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 741; *Sav-On Drug Stores, Inc. v. Superior Court, supra*, 34 Cal.4th at 340.)

Here, Plaintiff maintains that the proposed Settlement Class Members suffered the same injuries, in the same manner: (1) Settlement Class Members were not properly paid all wages/overtime; (2) Settlement Class Members did not receive timely wages as required; (3) Settlement Class Members were not provided accurate itemized wage statements; and (4) Settlement Class Members were not paid all wages owed upon termination/resignation. (Szamet Decl. ¶19.) Plaintiff alleges that Settlement Class Members worked in the same capacity for the same employer and were subject to the same employment policies and practices, the questions of fact and claims regarding the status of these employees are the same for each member of the settlement class. Accordingly, for purposes of settlement, certification for settlement purposes is appropriate. (Szamet Decl. ¶20.)

2. Plaintiff Contends That He Has Claims Typical of the Proposed Class

A putative class representative's claim must be "typical," but not necessarily identical, to the claims of other class members. The test of typicality "is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the Class Representatives, and whether other class members have been injured by the same course of conduct." (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) Thus, it is sufficient

1 that the representative is similarly situated so that he or she will have the motive to litigate on
2 behalf of all class members. (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) Thus,
3 it is sufficient that the representative is similarly situated so that he or she will have the motive to
4 litigate on behalf of all class members. (*See, e.g., Classen v. Weller* (1983) 145 Cal.App.3d 27,
5 45.) It is not necessary that the class representative have personally incurred all of the damages
6 suffered by each of the other class members. (*Wershba v. Apple Computer, Inc.* (2001) 91
7 Cal.App.4th 224, 238.)

8 Plaintiff alleges that he: (1) worked without being paid all wages and/or overtime; (2)
9 worked without being paid wages in a timely manner; (3) worked without being provided itemized
10 wage statements; and (4) worked without being paid all wages due upon separation. He also
11 alleges that he experienced derivative claims for unfair business competition (B&P Code §17200)
12 and Labor Code §2699, et seq. (Szamet Decl. ¶21.) Plaintiff also contends that his claims are
13 typical of those of the Settlement Class Members. (Szamet Decl. ¶22.)

14 3. Plaintiff Has and Will Fairly Represent the Interests of the Settlement Class
15 Members

16 A putative class representative must show that he can adequately represent the class.
17 (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.App.4th 1096, 1104.) The representative,
18 through qualified counsel, must be capable of “vigorously and tenaciously” protecting the interests
19 of the class members. (*Simons v. Horowitz* (1984) 151 Cal.App.3d 834, 846.)

20 Plaintiff believes that he is capable of fairly representing and adequately protecting the
21 interests of the proposed Settlement Class Members. (Szamet Decl. ¶23.) Plaintiff’s interests in
22 this litigation are coextensive with the interests of the proposed Settlement Class Members. The
23 Settlement Class Members all worked for Defendants during the relevant time period and incurred
24 the same type of alleged damages with regard to Defendants’ alleged violations of the law. (Szamet
25 Decl. ¶24.) Moreover, Plaintiff has agreed to serve as Class Representative and has retained
26 qualified Counsel who is experienced in prosecuting wage and hour class actions. (Szamet Decl.
27 ¶25.) This demonstrates his commitment to bringing about the best possible results for the benefit
28 of the proposed Settlement Class Members. (Szamet Decl. ¶26.) Plaintiff has provided his Counsel

1 with all necessary and pertinent information. (Szamet Decl. ¶27.) He has been a very active
2 participant in the litigation. (Szamet Decl. ¶28.) Therefore, Plaintiff believes that he has and will
3 continue to adequately represent the proposed Settlement Class Members. (Szamet Decl. ¶29.)
4 Plaintiff has provided his Counsel with all necessary and pertinent information. (Szamet Decl.
5 ¶30.)

6 C. Plaintiff Contends That The Class Action Vehicle Is Superior to the Alternatives

7 “The ultimate question in every case of this type is whether . . . the issues which may be
8 jointly tried, when compared with those requiring separate adjudication, are so numerous or
9 substantial that the maintenance of a class action would be advantageous to the judicial process
10 and to the litigants.” (*Lockheed Martin, supra*, 29 Cal.App.4th at 1104–1105.) The California
11 Supreme Court has directed the courts to utilize the class action device to fashion “an effective
12 and inclusive group remedy.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 469.)
13 Normally, in making its class certification decision, the Court must determine that a class action
14 would be superior to alternate means for a fair and efficient adjudication. If the causes of action
15 may be adjudicated in a single proceeding, thereby saving time, reducing waste, and limiting
16 duplication of effort, class certification is superior to individual litigation. (*See, e.g., Vasquez v.*
17 *Superior Court* (1971) 4 Cal.3d 800, 816.) Since the Parties agreed to a settlement in principal
18 and now seek Court approval of that Settlement, Plaintiff submits that there is not as much need
19 as there would be in an ordinary motion for class certification for the Court to determine that the
20 case can be manageably tried.

21 Plaintiff maintains that class treatment would be the superior method of managing this case.
22 A class action is superior to individual litigation “when numerous parties suffer injury of
23 insufficient size to warrant individual action and when denial of class relief would result in unjust
24 advantage to the wrongdoer.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.) In
25 cases such as this, where individual damages may be small, the class action device is the most
26 feasible method of recovery. (*See, e.g. Lockheed Martin, supra*, 29 Cal.4th at 1131.) In this regard,
27 the superiority of class treatment is evident here because individual pursuit of class members’
28 claims may not be economically viable. (Szamet Decl. ¶31.) The only alternative to certification

would be to force over 118 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether. (Szamet Decl. ¶32.) Plaintiff maintains that this economic reality would result in a windfall for Defendants if this case were not certified. (Szamet Decl. ¶33.)

IV. THE PROPOSED SETTLEMENT

A. The Settlement Class

For purposes of Settlement, the settlement class is defined as:

“all persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the Class Period” (“Class Members” or “Settlement Class Members”).

(Szamet Decl. ¶34; Agreement, Ex. 1 at ¶1.5.)

The Class Period is March 25, 2019 through March 24, 2021. (Szamet Decl. ¶35; Ex. 1 at ¶1.6.) Based on documents and other information produced by Defendant, there are approximately 118 Class Members. (Szamet Decl. ¶36; Ex. 1 at ¶6.1.)

B. Aggrieved Employees

For purposes of Settlement, the Aggrieved Employees are defined as:

“all persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the PAGA Period” (“Aggrieved Employee”, “PAGA Member”, or “PAGA Settlement Class”).

(Szamet Decl. ¶37; Agreement, Ex. 1 at ¶1.29.)

The PAGA Period is March 25, 2019 to March 24, 2021. (Szamet Decl. ¶38; Ex. 1 at ¶1.32.)

D. Gross Settlement Amount

As detailed fully in the Settlement Agreement, the Settlement provides for Defendants to pay a Gross Settlement Amount of \$225,000.00, which includes the sum of the Individual Settlement Amounts, the Class Representative Enhancement/General Release Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs. (Szamet Decl. ¶39; Ex. 1 at ¶3.)

The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement/General Release Award, PAGA Payment, and Settlement

Administration Costs. (Szamet Decl. ¶40; Ex. 1 at ¶3.2.5.)

The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$	225,000.00
Less Class Representative Enhancement/General Release Award:	\$	10,000.00
Less Class Counsel's Fees:	\$	74,992.50
Less Class Counsel's Costs:	\$	8,000.00
Less PAGA Payment:	\$	15,000.00
		<i>(\$11,250.00 to the LWDA and \$3,750.00 to remain in the Net Settlement Amount)</i>
<u>Less Settlement Administrator Costs:</u>	<u>\$</u>	<u>10,000.00</u>
Anticipated Net Settlement Amount	\$	118,757.50

(Ex. 1 at ¶3.)

D. Individual Settlement Payments

The amount of each Participating Class Member's Individual Settlement Amount is an individualized amount that is based on the number of Compensable Pay Periods worked by the Participating Class Member during the Class Period. (Ex. 1 at ¶3.2.6; *see also* Ex. A to the Settlement Agreement at pp. 4-5 [Class Notice].) This individual amount shall be determined according to the settlement payment formula set forth in the Settlement Agreement. (*Ibid.*) The Settlement Agreement provides for a specific and detailed dispute process regarding individual settlement amounts. (*See* Ex. 1 at ¶¶8.7- 8.7.1.)

The Individual PAGA Settlement Amount of each PAGA Member will be paid from the twenty-five percent (25%) of the PAGA Payment of \$15,000.00 and is an individualized amount that is based on the number of Compensable Pay Periods worked by the PAGA Member during the PAGA Period. (*See* Ex. 1 at ¶1.21.) Such payments will be treated as non-wage penalties and liquidated damages, to be reported on an IRS Form 1099-MISC and will not be subject to FICA and FUTA withholding taxes.

E. Process for Administering Settlement after Preliminary Approval

The detailed Notice Procedure established by the Settlement Agreement will efficiently and accurately ensure that Notice is provided to the Settlement Class Members. (Ex. 1 at ¶¶7-8.) The Parties have agreed to use a reputable third-party claims administrator, ILYM Group, Inc., to

1 administer the Settlement Agreement. (Ex. 1 at ¶1.44.)

2 PAGA Members will not be provided with the opportunity to opt out of the PAGA
3 Settlement. If the Court approves the PAGA Payment, the Settlement Administrator will mail out
4 checks and the PAGA Letter, which shall explain the PAGA Payment, to the PAGA Members at
5 the same time the Class members are mailed their Individual Class Payments.

6 F. Process for Settlement Class Members to Respond to Class Notice

7 As detailed in the Settlement Agreement, Settlement Class Members will have an
8 opportunity to request exclusion from the Settlement Agreement (i.e. opt out) and to object to the
9 Settlement Agreement at the Final Approval Hearing. (See Ex. 1 at ¶¶8.6; 8.8; see also Ex. A to
10 the Settlement Agreement at pp. 1, 2 and 6-7 [Class Notice].) The Settlement Agreement and
11 Class Notice contain details about the process to request exclusion or object. (*Id.*)

12 G. The Release

13 The Released Class Claims are defined as: “any and all claims, debts, liabilities, demands,
14 obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of
15 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
16 alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including:
17 (1) Failure to Pay Wages and/or Overtime Pursuant to Labor Code §§ 510, 558.1, 1194, 1199 ; (2)
18 Failure to Pay Timely Wages Pursuant to Labor Code §§ 204, 558.1 ; (3) Failure to Provide
19 Accurate Itemized Wage Statements Pursuant to Labor Code §§ 226(a), 558.1; (4) Waiting Time
20 Penalties Pursuant to Labor Code §§ 203, 558.1; (5) Violation of Business & Professions Code §
21 17200; and, (6) Penalties Pursuant to Labor Code § 2698, *et seq.* based upon the underlying Labor
22 Code violations pled in the operative complaint.” (Ex. 1 at ¶1.38.)

23 The Released PAGA Claims are defined as: “any and all claims for civil penalties pursuant
24 to PAGA that are reasonably related to or arising out of the factual allegations in the operative
25 pleading in the Lawsuit and/or Plaintiff’s March 25, 2020 PAGA notice to the LWDA which
26 occurred during the PAGA Period (collectively, the “Released PAGA Claims”). Plaintiff and
27 PAGA Members will release Defendants and the Released Parties from all remedies that could be
28 claimed in connection with the Released PAGA Claims including but not limited to, statutory,

1 constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’
2 fees, litigation costs, restitution, and equitable relief.” (Ex. 1 at ¶1.39.)

3 Plaintiff will also execute a general release of any and all claims, known or unknown, in
4 favor of the Released Parties. (Ex. 1 at ¶5.4.)

5 **V. ARGUMENT**

6 **A. Plaintiff Requests Approval of This Class Action Settlement**

7 The case of *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, set forth
8 several factors that the Court should analyze in determining whether to approve a class action
9 settlement. These factors include: (1) the strength of plaintiff’s case; (2) the risk, expense,
10 complexity and likely duration of further litigation; (3) the risk of maintaining class action status
11 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage
12 of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
13 participant; and (8) the reaction of the class members to the proposed settlement.

14 The proposed settlement satisfies each of these factors. Class Counsel conducted extensive
15 informal discovery before entering into meaningful settlement negotiations in this matter. (*Id* at
16 Szamet Decl. ¶¶7-11.) This discovery permitted Class Counsel to fairly evaluate the strength of
17 the case and the risks associated with ongoing litigation. (Szamet Decl. ¶41.) Class Counsel is
18 experienced in handling wage and hour class actions and, after weighing all of the following
19 factors, supports this Settlement Agreement. (Szamet Decl. ¶42.)

20 **1. The Strength of Plaintiff’s Case**

21 **a) The Risks Associated with Wage/Overtime Claim**

22 Plaintiff contends that Defendants failed to pay Plaintiff and Class Members for all hours
23 worked in violation of established law guaranteeing a minimum wage and wages owed under
24 contract or statute and prohibitions on making deductions reducing the agreed upon wage. (*See*
25 Lab. Code §§ 218, 218.5, 222, 223, 224, 1194, 1194.2, & 1197.) California workers are statutorily
26 entitled to overtime compensation, unless they are properly classified as falling within one of the
27 narrow exemption categories. Under California law, “[a]ny work in excess of eight hours in one
28 workday and any work in excess of 40 hours in any one workweek...shall be compensated at the

rate of no less than one and one-half times the regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).) Furthermore, “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).)

Defendant does not deny that there was a period of time that it was not able to make payroll from approximately October 11, 2019 through January 17, 2020. (El-Ghoroury Decl. ¶12.) Defendant contends that as of October 2, 2020, it completed repayment of all outstanding payroll to current and former employees in the total amount of \$1,928,830.47. (El-Ghoroury Decl. ¶9.)

b) The Risks Associated with Plaintiff’s Section 204 Claim

Labor Code § 204 imposes an obligation of timely payment of wages upon California employers and provides rules for scheduling wage payments. Specifically, for most employees, section 204 requires payment of wages twice during a calendar month, and an employer is subject to penalties for violating section 204.” *See’s Candy Shops, Inc. v. Superior Court*, 210 Cal.App.4th 889, 904 (2012) (citing to Labor Code §§ 204(a); 210).

Labor Code § 204(a) provides:

All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Labor Code § 204(d) provides:

The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than **seven** calendar days following the close of the payroll period (emphasis added).

Plaintiff asserts that Defendants’ violated Section 204 by failing to timely pay wages to Class Members from approximately October 11, 2019 through January 17, 2020. (Szamet Decl. ¶43.)

c) The Risks Associated with the Inaccurate Wage Statement Claim

Labor Code § 226(a) requires that employers furnish to his or her employee, either as a

1 detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages
2 are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
3 wages earned, (2) total hours worked by the employee, (3) the number of piece rate units earned
4 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
5 provided that all deductions made on written orders of the employee may be aggregated and shown
6 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
7 paid, (7) the name of the employee and only the last four digits of his or her social security number
8 or an employee identification number other than a social security number, (8) the name and address
9 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each hourly rate by the employee. (Labor
11 Code §§ 226(a).)

12 Plaintiff contends that Defendants failed to issue accurate itemized wage statements to
13 Plaintiff and the Class Members from approximately October 11, 2019 through January 17, 2020.
14 (Szamet Decl. ¶44.)

15 d) The Risks Associated with the Waiting Time Penalty Claim

16 This claim alleges that Defendants failed to pay all wages due and owing upon termination
17 or resignation based upon the failure to pay wages at all from approximately October 11, 2019
18 through January 17, 2020. (Szamet Decl. ¶45.) Under Labor Code section 203, if an employer
19 fails to provide wages at the time of an employee's termination or within seventy-two (72) hours
20 of resignation, then the employee's wages shall continue as a penalty for up to thirty (30) days.
21 (Labor Code § 203.) Section 203 reflects a public policy that favors the full and prompt payment
22 of earned wages. (See, e.g., *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7;
23 *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.)

24 e) The Risks Associated with the PAGA Claim

25 California's Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, permits
26 private litigants to recover civil penalties for violations of the Labor Code. PAGA provides that
27 plaintiffs may recover previously established civil penalties (section 2699(a)) or, if none were
28 established, plaintiffs may recover default penalties provided in section 2699(f) in the amount of

1 \$100 per employee per pay period for the initial violation and \$200 for subsequent violations.

2 The main risk taken into account with PAGA is the discretionary nature of the penalty
3 award. (Szamet Decl. ¶46.) A judge can award the statutory maximum of \$100 for the initial
4 violation and \$200 thereafter or – in theory – one cent per wage statement. (Szamet Decl. ¶47.)
5 While there is a dearth of available authority, in Plaintiff’s view, the LWDA has already occupied
6 the filed by issuing its citations and it is unlikely that a court would award any penalties on top of
7 the citations. (Szamet Decl. ¶48.)

8 2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

9 There is significant expense associated with the class certification process, which the
10 Parties can avoid by entering into the contemplated Settlement Agreement now. (Szamet Decl.
11 ¶49.) If the Court did eventually certify class, trial of a case involving approximately 118
12 Settlement Class Members would require the retention of expensive expert witnesses, the accrual
13 of extensive litigation costs, and a significant time overlay by the parties. (Szamet Decl. ¶50.)
14 Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any
15 outcome at trial would have resulted in a lengthy and costly appeal. (Szamet Decl. ¶51.) An
16 appeal would result in further delay for the Settlement Class Members who are waiting for a
17 resolution in this matter. (*Id.*)

18 3. The Risk of Maintaining Class Action Status through Trial

19 This case has not been certified to be tried as a class action. (Szamet Decl. ¶52.) While
20 Plaintiff believes there is strong evidence to support certification, it is always hard fought and
21 subject to judicial discretion. Moreover, in class actions, decertification is always a possibility.
22 (*Id.*) In attempting to certify a class, the parties would need to conduct multiple depositions,
23 including of the Class Representative and of several person(s) most knowledgeable regarding
24 Defendants’ wage policies. (*Id.*) There is a risk for both sides as to what these depositions will
25 reveal and whether they will support class certification to the extent expected. (*Id.*)

26 4. The Amount Offered in Settlement

27 It was very difficult for the Parties to reach this Settlement of \$225,000.00. (Szamet Decl.
28 ¶53.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations.

1 (Szamet Decl. ¶54.) The Parties arrived at it after extensive investigation and discovery; careful
2 evaluation of the law, risks, and all information substantiating Defendant's repayment of wages;
3 and the assistance of experienced mediator, Mitchell R. Goldberg (Ret.), who reviewed extensive
4 financials in this matter. (*Id.*)

5 The circumstances surrounding settlement here were quite unique because of the LWDA
6 intervention and citations totaling \$3,147,268.71, Defendant's repayment of unpaid wages in the
7 amount of \$1,928,830.47 for the time period October 11, 2019 through January 17, 2020, and
8 Defendant's solvency issues. (El-Ghoroury Decl. ¶4,5, 9; Szamet Decl. ¶55.) Plaintiff and his
9 Counsel worked very closely with Judge Goldberg to verify Defendant's ability to pay issues and
10 come to a proposal that is fair and reasonable giving the circumstances. (Szamet Decl. ¶56.)

11 The main factor affecting the proposed Settlement was Defendant's financial condition.
12 (Szamet Decl. ¶57.) Judge Goldberg closely reviewed Defendants' financials and made a proposal
13 for resolution that would permit the Defendants to continue to operate, but also provide some
14 benefit to the Class. (Szamet Decl. ¶58.) Both Parties ultimately agree to the proposal and Class
15 Counsel believes the Gross Settlement Amount of \$225,000.00 is fair and reasonable. (Szamet
16 Decl. ¶59.)

17 5. The Experience and Views of Counsel

18 Class Counsel's experience and success in similar class actions also weigh in favor of
19 preliminary approval. *See Wershba, supra*, 91 Cal.App.4th at 245. Kingsley & Kingsley, APC is
20 very experienced in prosecuting complex employment litigation, and the firm has focused its
21 practice since the year 2000 on complex wage, hour, and working condition violations. (Szamet
22 Decl. ¶¶60-62.) The firm is extremely well-versed in class action litigation and has diligently and
23 aggressively pursued this action. (*Id.*) Kingsley & Kingsley, APC currently serves as Class
24 Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California.
25 (*Id.*) A list of representative cases that Kingsley & Kingsley, APC has handled is included in the
26 accompanying declaration of Kelsey M. Szamet. (*Id.*) After factoring in the risks explained above,
27 Class Counsel believes that the proposed settlement is fair and reasonable. (Szamet Decl. ¶63.)

28 ///

1 6. The Proposed Plan of Allocation Is Fair and Reasonable

2 Plans of allocation are subject to the same standard of review as class action settlements;
3 they must be “fair, adequate and reasonable.” (*See, e.g., Officers for Justice v. Civil Service*
4 *Comm’n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation
5 compensates Settlement Class Members pro rata based on the number of Compensable Pay Periods
6 worked by the Settlement Class Member during the Class Period. The lump sum payment to each
7 Settlement Class Member not excluding him/ herself will be determined on an individualized basis
8 based upon the Compensable Pay Periods worked by the Settlement Class Member. (Ex. 1 at
9 ¶3.2.6.) This allocation distributes Settlement Agreement funds proportionally to each class
10 member’s potential damages and should therefore be approved as fair, adequate, and reasonable.
11 (Szamet Decl. ¶64.)

12 7. The Proposed Notice Fairly Apprises the Settlement Class Members of the
13 Terms of the Settlement and of the Class Members’ Rights under the
14 Settlement

15 Plaintiff requests that the Court approve the proposed plan and form of Class Notice. The
16 standard for determining the adequacy of notice is whether the notice has “a reasonable chance of
17 reaching a substantial percentage of the class members.” (*Cartt v. Superior Court* (1975) 50
18 Cal.App.3d 960, 974.) Pursuant to the Settlement Agreement, the Notice will be sent to the last
19 known address of all Settlement Class Members, or to an updated address if one is located in the
20 National Change of Address Database. (Ex. 1 at ¶8.5.2.) If any Notices are returned as
21 undeliverable, the Settlement Administrator will undertake another reasonable address verification
22 measure to locate a valid mailing address and will promptly send the Notice to the new address.
23 (Ex. 1 at ¶8.5.3.) As such, the Notice is likely to reach most, if not all, Settlement Class Members.

24 With respect to the contents of the Notice, the “notice given to the class must fairly apprise
25 the class members of the terms of the proposed compromise and of the options open to dissenting
26 class members.” (*Trotsky v. L.A. Fed. Sav. & Loan Ass’n* (1975) 48 Cal.App.3d 134, 151–52.)
27 The purpose of a class notice is to give class members sufficient information to decide whether
28 they should accept the benefits offered, opt out and pursue their own remedies, or object to the

1 settlement. (*Ibid.*)

2 Here, the Notice clearly explains the proposed Settlement Agreement and the options to
3 opt out of the Settlement or object to it at the Final Approval Hearing. (Ex. 1 at ¶¶8.6; 8.8; *see*
4 *also* Ex. A to the Settlement Agreement at pp. 1-2, 6-7 [Class Notice].) In short, the Court should
5 approve the proposed Class Notice because it describes the proposed settlement with enough
6 specificity to allow Settlement Class Members to make an informed choice regarding whether to
7 participate.

8 **VI. THE SERVICE AWARD TO THE NAMED PLAINTIFF**

9 The Class Representative is entitled to an enhancement for his valiant effort and time
10 expended in this matter. (Szamet Decl. ¶65.) This not a typical class action resolution and the
11 time spent by SACHA ROBERTS is significant and includes researching and retaining competent
12 counsel; providing information to Class Counsel regarding the nature of the work at Defendants;
13 compiling relevant documents; working closely with Class Counsel to develop the theories of
14 liability and martial relevant evidence; regularly discussing the status of the case with Class
15 Counsel; discussing the case via telephone with many Settlement Class Members; and responding
16 promptly to Class Counsel’s communications regarding settlement. (*Id.*) Thus, in addition to the
17 sums paid to Settlement Class Members, Plaintiff requests a proposed litigation enhancement in
18 the amount of \$10,000.00, to be paid from the Gross Settlement Amount. (Ex. 1 at ¶4.3.3.) As set
19 forth in the Settlement Agreement, Plaintiff will also be entering into a general release of liability
20 pursuant to Civil Code Section 1542. (Szamet Decl. ¶66; Ex. 1 at ¶5.4.)

21 Class Counsel considers this to be a fair and reasonable enhancement. (Szamet Decl. ¶67.)
22 The enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in
23 coming forward to litigate this matter on behalf of all Settlement Class Members. (*Id.*) Plaintiff
24 will provide a detailed declaration with the Final Approval Motion detailing his participation and
25 further justification for the enhancement. (*Id.*)

26 **VII. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

27 As indicated on the Proof of Service, Plaintiff’s Motion for Approval of Class Action
28 Settlement (“Motion”) will be concurrently uploaded to the LWDA’s website on the date this

1 Motion is filed as required by statute. Proof of submission of Plaintiff's Motion, all related
2 documents, and copy of the email from the LWDA confirming receipt is attached to the
3 Declaration of Kelsey M. Szamet as Exhibit "1." (Szamet Decl. ¶68.)

4 **VIII. CONCLUSION**

5 Plaintiff respectfully submits that the proposed Settlement Agreement is fair, adequate,
6 reasonable, and in the best interest of the Settlement Class Members. Therefore, the Parties
7 respectfully request that the Court (1) grant preliminary approval of the Joint Stipulation of Class
8 Action and PAGA Settlement and Release of Claims, and all of its terms; (2) approve the proposed
9 form of notice, and direct that the Notice be sent to Settlement Class Members in the manner set
10 forth in the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims; and
11 (3) schedule a hearing on final approval of the Settlement Agreement and Class Counsel's
12 application for an award of attorney's fees and litigation costs.

13
14 DATED: August 2, 2023

KINGSLEY & KINGSLEY, APC

15
16 By: _____

17 Kelsey M. Szamet
18 Attorneys for Plaintiff SACHA ROBERTS and the
19 proposed class
20
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25
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27
28

EXHIBIT “1”

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HUSSEIN S. EL-GHOROURY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SACHA ROBERTS, an individual, on behalf
of himself and others similarly situated

PLAINTIFF,

v.

OSTENDO TECHNOLOGIES, INC., a
corporation; HUSSEIN S. EL-GHOROURY,
an individual; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2020-000115752-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Katherine A. Bacal in Dept. C-69]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

1 This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims is
2 entered into by and between Plaintiff SACHA ROBERTS (“Plaintiff”), individually and on behalf
3 of all members of the Settlement Class (as defined below) and the State of California, as a private
4 attorney general, on the one hand, and Defendants OSTENDO TECHNOLOGIES, INC.
5 (“Ostendo”), a corporation, and HUSSEIN S. EL-GHOROURY (“El-Ghoroury”), an individual,
6 on the other hand (Ostendo and El-Ghoroury collectively, “Defendants”), in the Action.

7 This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims shall
8 be binding on Plaintiff, the current and former employees s/he seeks to represent, the Settlement
9 Class, and on Defendants and subject to the definitions, recitals, and terms set forth herein and the
10 approval of the Court.

11 **1. DEFINITIONS**

12 1.1. “Action” or “Lawsuit” means the civil action filed in the Superior Court of the State
13 of California for the County of San Diego, entitled SACHA ROBERTS, an individual, on behalf
14 of himself and others similarly situated, PLAINTIFF, v. OSTENDO TECHNOLOGIES, INC., a
15 corporation; HUSSEIN S. EL-GHOROURY, an individual, and DOES 1 thru 50, inclusive,
16 DEFENDANTS, Case No. 37-2020-000115752-CU-OE-CTL, on May 26, 2020.

17 1.2. “Class Counsel” means Kingsley & Kingsley, APC, who, subject to Court
18 approval, shall act as counsel for the Settlement Class Members and PAGA Members.

19 1.3. “Class Counsel Award” means the attorneys’ fees sought by Class Counsel and
20 approved by the Court for Class Counsel’s litigation and resolution of this Lawsuit, and all out-of-
21 pocket expenses and legal costs incurred in connection with this Lawsuit that are sought by Class
22 Counsel and approved by the Court.

23 1.4. “Class Information” or “Class Data” means information regarding Settlement Class
24 Members and PAGA Members that Defendants will in good faith compile from their records and
25 provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet
26 and shall include: each Settlement Class Member’s and PAGA Member’s full name; last known
27 home address; last known home telephone number; social security number; dates of employment,
28 and Compensable Pay Periods (defined below).

1.5. “Class Members” or “Settlement Class Members” means all persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the Class Period.

1.6. “Class Period” means the period from March 25, 2019 through March 24, 2021.

1.7. “Class Representative” or “Named Plaintiff” means Plaintiff SACHA ROBERTS.

1.8. “Class Representative Enhancement/General Release Award” means the amount that the Court authorizes to be paid to Named Plaintiff, in addition to Named Plaintiff’s Individual Settlement Amount, in recognition of Named Plaintiff’s efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a general release with Defendants.

1.9. “Compensable Pay Periods” means an estimate of the number of pay periods in which Settlement Class Member(s) or PAGA Member(s) performed work for Defendants in the State of California during the Class Period and PAGA Period, respectively, based on Defendants’ records. This information shall be included in the Class Information.

1.10. “Complaint” means the operative complaint, filed in the Action.

1.11. “Court” means the Superior Court for the County of San Diego, State of California.

1.12. “Defendants” means Defendants Ostendo Technologies, Inc., a corporation and Hussein El-Ghoroury, an individual.

1.13. “Defense Counsel” means counsel for Defendants, Guillermo A. Escobedo and Samantha McPherson, of the law firm of Jackson Lewis P.C.

1.14. “Effective Date” of the Settlement means the date on which the Court’s order granting Final Approval of this Joint Stipulation becomes final. Such order becomes final upon the following events: (i) if no timely objections are filed, or are withdrawn prior to final approval, the date upon which the Court enters an order granting final approval of the Settlement; or (ii) if timely objections are filed and not withdrawn, the latest of the following events: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding

has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final. For purposes of clarity, the Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement or pay the Gross Settlement Amount, until and unless there is no possibility of an appeal or further proceeding that could potentially prevent this Settlement from becoming effective, final and binding.

1.15. "Employer's Payroll Taxes" means the employer's share of California Unemployment Insurance tax, California Employment Training Tax, the federal Old Age, Survivors, and Disability Insurance tax, the federal Medicare hospital insurance tax, and the Federal Unemployment Tax Act tax owed by Defendants on the wage portion of each Individual Settlement Amount.

1.16. "Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

1.17. "Final Approval Order" means the proposed order granting final approval of the Parties' settlement as outlined in this Joint Stipulation of Settlement and as requested by Plaintiff by way of a Motion for Final Approval and Settlement of Class Action.

1.18. "Final Judgment" means a judgment issued by the Court approving this Settlement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

1.19. "Gross Settlement Amount" means \$225,000.00 to be paid by Defendants in full settlement of the Released Class Claims and Released PAGA Claims, and includes without limitation the Class Counsel Award, Class Representative Enhancement/General Release Award, Individual Settlement Amounts, PAGA Payment, and Settlement Administrator Costs, and all other payments, fees, disbursements, costs, taxes, or expenses of any kind, except that Defendants shall also pay the Employer's Payroll Taxes. For clarity, the Gross Settlement Amount shall include the employee's share of payroll taxes, but not the Employer's Payroll Taxes. Defendants

will not be liable for more than the Gross Settlement Amount except as explicitly set forth herein.

1.20. “Individual Settlement Amount” means each Participating Settlement Class Member’s respective share of the Net Settlement Amount based upon the Participating Settlement Class Member’s Compensable Pay Periods.

1.21. “Individual PAGA Settlement Amount” means each PAGA Member’s respective pro rata share of 25% of the PAGA Penalties based upon the PAGA Member’s Compensable Pay Periods.

1.22. “LWDA” means the California Labor and Workforce Development Agency.

1.23. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the Class Counsel Award, Class Representative Enhancement/General Release Award, PAGA payment, and Settlement Administrator Costs, each as approved and awarded by the Court, from the Gross Settlement Amount.

1.24. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

1.25. “Notice of Class Action Settlement” or “Class Notice” means the jointly prepared Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval substantially in the form attached hereto as **Exhibit A**, which shall include an approximation of each Settlement Class Member’s anticipated Individual Settlement Amount. It is the notice approved by the Parties and subject to Court approval explaining the terms of this Settlement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

1.26. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing and postmarked on or before the Response Deadline.

1.27. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2699 *et seq.*

1 1.28. "PAGA Letter" refers to the letter that will be sent to the PAGA Members with
2 their individual PAGA Payments explaining the PAGA Payment.

3 1.29. "PAGA Member" or "PAGA Settlement Class" or "Aggrieved Employees" means
4 all persons who are employed or have been employed by Defendants in the State of California who
5 worked one or more pay periods during the PAGA Period.

6 1.30. "PAGA Payment" means the payment made hereunder to the LWDA pursuant to
7 PAGA.

8 1.31. "PAGA Payment Ratio" means an estimate of the number of pay periods in which
9 PAGA Member(s) performed work for Defendants in the State of California during the PAGA
10 Period based on Defendants' records. This information shall be included in the Class Information.

11 1.32. "PAGA Period" means the period from March 25, 2019 to March 24, 2021.

12 1.33. "Participating Settlement Class Member(s)" means those Class Members who did
13 not file a valid and timely Request for Exclusion pursuant to paragraph 8.6 of this Settlement.

14 1.34. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean
15 either Plaintiff or Defendants, individually.

16 1.35. "Payment Ratio" means the respective Compensable Pay Periods during which a
17 Participating Class Member worked, in proportion to the aggregate number of Compensable Pay
18 Periods worked by all Settlement Class Members.

19 1.36. "Plaintiff" or "Class Representative" means Plaintiff SACHA ROBERTS.

20 1.37. "Preliminary Approval Date" means the date on which the Court issues an order
21 granting preliminary approval of the proposed in a form substantially similar to the order attached
22 hereto as **Exhibit B**.

23 1.38. "Released Class Claims" means any and all claims, debts, liabilities, demands,
24 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of
25 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
26 alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including:
27 (1) Failure to Pay Wages and/or Overtime Pursuant to Labor Code §§ 510, 558.1, 1194, 1199 ; (2)
28 Failure to Pay Timely Wages Pursuant to Labor Code §§ 204, 558.1 ; (3) Failure to Provide

1 Accurate Itemized Wage Statements Pursuant to Labor Code §§ 226(a), 558.1; (4) Waiting Time
2 Penalties Pursuant to Labor Code §§ 203, 558.1; (5) Violation of Business & Professions Code §
3 17200; and, (6) Penalties Pursuant to Labor Code § 2698, *et seq.* based upon the underlying Labor
4 Code violations pled in the operative complaint.

5 1.39. “Released PAGA Claims” means any and all claims for civil penalties pursuant to
6 PAGA that are reasonably related to or arising out of the factual allegations in the operative
7 pleading in the Lawsuit and/or Plaintiff’s March 25, 2020 PAGA notice to the LWDA which
8 occurred during the PAGA Period (collectively, the “Released PAGA Claims”). Plaintiff and
9 PAGA Members will release Defendants and the Released Parties from all remedies that could be
10 claimed in connection with the Released PAGA Claims including but not limited to, statutory,
11 constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’
12 fees, litigation costs, restitution, and equitable relief.

13 1.40. “Released Parties” means Defendants and any of its former and present or any of
14 its current or past predecessors, successors, affiliates, subsidiaries, divisions, concepts, parent
15 companies, Board of Directors, related or affiliated companies, employees, insurers, agents,
16 consultants, legal representatives, including but not limited to Defense Counsel, and any other
17 related entities, and each of their past, present and future officers, shareholders, owners, members,
18 directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-
19 interest, successors-in-interest, and underwriters that could be liable for any of the claims being
20 released pursuant to this Joint Stipulation of Settlement.

21 1.41. “Request for Exclusion” means a valid and timely letter submitted by a Class
22 Member indicating a request for that Class Member to be excluded from the settlement. The
23 Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address,
24 telephone number, and the last four digits of the social security number of the Class Member
25 requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the
26 Settlement; (d) be returned by fax or mail to the Settlement Administrator at the specified address
27 and/or facsimile number for the Settlement Administrator; and (e) be postmarked or faxed to the
28 Settlement Administrator on or before the Response Deadline. The date of the fax or postmark on

the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not timely request exclusion from the settlement will be deemed a Participating Settlement Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court.

1.42. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class Members, which is the last date on which Settlement Class Members may: (a) submit a Request for Exclusion; (b) file and serve a Notice of Objection; or (c) dispute the information contained in the Notice of Class Action Settlement.

1.43. “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims.

1.44. “Settlement Administrator” means the third-party company that the Parties have jointly selected to be responsible for administering the Settlement. This Settlement Administrator is Xpand Legal. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.45. “Settlement Administrator Costs” means the costs approved by the Court and payable from the Gross Settlement Amount to the Settlement Administrator for the costs of administering this Settlement, including, but not limited to, opening, maintaining, and closing the Qualified Settlement Fund, printing, distributing, processing and tracking documents for this Settlement including the Notices of Class Action Settlement, Requests for Exclusion, and Notices of Objection, calculating and distributing the Individual Settlement Amount and Net Settlement Amount, calculating the Employer’s Payroll Taxes, tax reporting, handling and redistributing uncashed settlement checks, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administrator Costs will be paid from the Gross Settlement Amount, which are estimated to be Ten Thousand Dollars and No Cents (\$10,000.00).

2. RECITALS

1 2.1. Procedural History. On May 26, 2020, Plaintiff filed a putative class action
2 Complaint for Damages against Defendants in the San Diego County Superior Court, Case No. 37-
3 2020-00015752-CU-OE-CTL, entitled *SACHA ROBERTS, an individual, on behalf of himself and*
4 *others similarly situated v. OSTENDO TECHNOLOGIES, INC., a corporation; HUSSEIN S. EL-*
5 *GHOROURY, an individual; and DOES 1 thru 50, inclusive*. He alleged causes of action for: (1)
6 Failure to Pay Wages and/or Overtime (2) Failure to Pay Timely Wages (3) Failure to Provide
7 Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (4) Waiting Time Penalties
8 Pursuant to Labor Code § 203; and (5) Violation of Business & Professions Code § 17200.

9 2.2. On March 25, 2020, in compliance with Labor Code § 2699.3(a)(l), written notice
10 was provided via online filing to the LWDA, setting forth the facts and theories of the violations
11 alleged against Defendants. As such, on May 29, 2020, Plaintiff filed a First Amended Class
12 Action Complaint (“FAC”), adding an additional claim for civil penalties pursuant to PAGA based
13 upon the same alleged Labor Code violations at issue in the complaint.

14 2.3. After the matter was at issue, the Parties began to engage in informal discovery to
15 understand the nature of the allegations and the scope of potential liability. Defendants provided
16 Plaintiff’s counsel with pertinent data for the Class Members and PAGA Members so that the
17 Parties could fully-investigate the claims at issue and understand their strengths and weaknesses.

18 2.4. On April 1, 2021, the Parties attended a full-day mediation with experienced
19 mediator Mitchell R. Goldberg, Ret. Although a settlement was not reached that same day, the
20 Parties continued their settlement negotiations and meet and confer efforts extensively and were
21 able to reach a settlement, as provided herein, to settle Plaintiff’s claims on a class-wide and
22 representative basis.

23 2.5. Defendants deny any liability or wrongdoing of any kind associated with the claims
24 asserted in Plaintiff’s Complaint, dispute the damages and penalties claimed by Plaintiff, and
25 further contend that, for any purpose other than settlement, Plaintiff’s claims are not appropriate
26 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
27 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
28 out this Stipulation, shall be construed or used as an admission by or against Defendants as to the

merits or lack thereof of the claims asserted in this Lawsuit. Defendants contend, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Settlement Class Members' and PAGA Members' employment.

2.6. The Joint Stipulation of Settlement is intended to and does effectuate the full, final, and complete resolution of all allegations and claims there were asserted, or could have been asserted based on the facts alleged in the operative Complaint in the Action by Named Plaintiff, the Settlement Class Members, and PAGA Members.

2.7. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Lawsuit, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants are fair, reasonable and adequate, and in the best interest of the Settlement Class Members and PAGA Members in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendants deny any liability, Defendants are agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

2.8. Class Certification. The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant final approval of this Settlement, the Parties agree that this stipulation regarding class certification will be void *ab initio* and the Parties will return to a point in litigation prior to the execution of this Settlement Agreement. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms. Defendants expressly reserve its rights to oppose class certification should the Settlement not be finally approved by the Court.

1 2.9. Benefits of Settlement to Class Members and PAGA Members. Plaintiff and Class
2 Counsel recognize the expense and length of continued proceedings necessary to litigate their
3 disputes through trial and through any possible appeals. Plaintiff has also taken into account the
4 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
5 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
6 establish liability for the claims asserted in the Lawsuit, both generally and in response to
7 Defendants' defenses thereto, and the difficulties in establishing damages for the Settlement Class
8 Members and PAGA Members. Plaintiff and Class Counsel have also taken into account
9 Defendants' agreement to enter into a settlement that confers substantial relief upon the members
10 of the Settlement Class and PAGA Members. Based on the foregoing, Class Counsel have
11 concluded that settlement for the consideration and on the terms set forth in this Settlement
12 Agreement, is fair, reasonable, and adequate and is in the best interest of the putative class in light
13 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
14 Defendants, Defendants' financial condition, numerous potential appellate issues, and other risks
15 inherent in litigation.

16 2.10. Defendants' Reasons for Settlement. Defendants have concluded that any further
17 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
18 of Defendants' time, energy, and resources have been and, unless this Settlement is completed,
19 will continue to be devoted to, the defense of the claims asserted by Plaintiff, Settlement Class
20 Members, and PAGA Members. Defendants have also taken into account the risks of further
21 litigation in reaching its decision to enter into this Settlement. Even though Defendants continue
22 to contend that it is not liable for any of the claims set forth by Plaintiff in this Lawsuit, Defendants
23 have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement
24 Agreement to put to rest the claims in this Lawsuit. Defendants contend that it has at all times
25 complied with all applicable state, federal, and local laws. Defendants desire to settle this Action
26 for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for
27 the purpose of putting to rest the controversies engendered by the Action.

28 2.11. Settlement of Disputed Claims. This Settlement Agreement is a compromise of

disputed claims. Defendants have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Settlement Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement, may be construed or used as an admission by or against the Settlement Class Members, PAGA Members, or Class Counsel as to the merits or lack thereof of the claims asserted in this Lawsuit.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. As Consideration for the settlement described herein and the releases contained in this Settlement, Defendants agree to pay a total of \$225,000.00 (“Gross Settlement Amount”). Defendants may elect to deposit the Employer’s Payroll Taxes into the qualified settlement account for distribution to the relevant tax authorities. Defendants will not be obligated to make any payments contemplated by this Settlement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Settlement Agreement, as stated in Paragraph 1.1.4 of this Settlement Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members, or Aggrieved Employees, to submit any claim as a condition of payment.

3.1.1. Non-Reversionary Settlement. The Gross Settlement Amount is an “all in” maximum amount that shall cover any and all payments and disbursements associated with the Settlement, and Defendants may not be called upon or required to contribute additional monies above the Gross Settlement Amount and the Employer’s Payroll Taxes under any circumstances whatsoever. Except as provided in this Settlement, each Party, Class Member and Aggrieved Employee shall bear its, his or her own attorneys’ fees and costs.

3.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Enhancement/General Release Award of up to \$10,000.00, to be paid from the Gross Settlement Amount. In exchange for a general release, Defendants agree not to oppose the request for the Class Representative Enhancement/General Release Award on the terms set forth in this Settlement Agreement. Plaintiff shall file a motion requesting Court approval of this litigation enhancement prior to the final approval and fairness hearing. The Class Representative Enhancement/General Release Award shall be in addition to the Plaintiff's Individual Settlement Amount as a Settlement Class Member. Any amount requested by Plaintiff for the Class Representative Enhancement/General Release Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Settlement Class Members as provided in this Settlement Agreement. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for his respective Class Representative Enhancement/General Release Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Enhancement/General Release Award and shall hold harmless Defendants, Defense Counsel, and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement/General Release Award.

3.2.2. To Class Counsel: A Class Counsel Award that comprises of attorneys' fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, which is \$75,000.00, and out-of-pocket litigation costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed \$8,000.00. Defendants will not oppose this Class Counsel Award request. Plaintiff and Class Counsel shall file a motion requesting Court approval of this Class Counsel Award prior to the final approval and fairness hearing, and with required statutory notice. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. If the Court awards less than the amount of the Class Counsel Award requested by Class Counsel, the difference shall be included in the Net Settlement Amount and be distributed to Participating Settlement Class Members as provided in this Settlement Agreement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph.

1 Class Counsel shall hold Defendants, the Released Parties, and Defense Counsel harmless and
2 indemnify each of them for all taxes, interest, penalties, and costs, including attorneys' fees,
3 incurred by reason of any claims against any of them arising from or relating to the non-
4 withholding of taxes from the Class Counsel Award. The Settlement Administrator shall issue an
5 IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph.

6 3.2.3. To the Settlement Administrator: Settlement Administrator Costs of up to
7 \$9,750.00 of the Gross Settlement Amount. In conjunction with the motion that Plaintiff shall file
8 prior to final approval, Plaintiff will seek an order from the Court authorizing the payment of the
9 Settlement Administrator Costs. The Settlement Administrator will be paid for the Court approved
10 reasonable costs of administration of the Settlement and distribution of payments from the Gross
11 Settlement Amount. To the extent the Settlement Administrator Costs are less or the Court
12 approves payment less than \$10,000.00, the difference shall return to the Net Settlement Amount
13 and be distributed to Participating Settlement Class Members as provided in this Settlement
14 Agreement.

15 3.2.4. To the LWDA and PAGA Members: PAGA Penalties in the amount of
16 \$15,000.00 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid
17 as penalties under PAGA. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment
18 or \$11,250.00 will be paid to the LWDA and the remaining twenty-five (25%) or \$3,750.00 shall
19 be distributed to PAGA Members by the Settlement Administrator. If the Court approves the
20 PAGA Payment, the Settlement Administrator will mail out Individual PAGA Settlement Amount
21 payments and the PAGA Letter to the PAGA Members at the same time the Class Members are
22 mailed their Individual Settlement Amount payments.

23 3.2.5. Net Settlement Amount. After the deduction of the Class Counsel Award,
24 Class Counsel Costs, Class Representative Enhancement/General Release Award, PAGA
25 Payment, and Settlement Administrator Costs from the Gross Settlement Amount, the remaining
26 estimated amount is the Net Settlement Amount. The anticipated Net Settlement Amount, based
27 on these deductions, is estimated to be \$111,000.

28 3.2.6. To Each Participating Class Member: An Individual Settlement Amount

that will be calculated and apportioned from the Net Settlement Amount on a pro-rata basis based on the Payment Ratio. A Participating Class Member's Individual Settlement Amount will be based on the number of Compensable Pay Periods during which s/he worked in proportion to the aggregate number of pay periods worked by all Settlement Class Members. Specific calculations of Individual Settlement Amount payments will be made as follows:

3.2.6.1. The Settlement Administrator will calculate the total number of Compensable Pay Periods worked by each Class Member ("Individual Pay periods") and the aggregate total of Compensable Pay Periods worked by all Class Members ("Class Pay periods") during the Class Period.

3.2.6.2. To determine each Participating Settlement Class Member's "Individual Settlement Amount" the Settlement Administrator will use the following formula: Individual Settlement Amount = (Net Settlement Amount ÷ Class Pay periods) x Individual Pay periods for each individual Participating Settlement Class Member.

3.2.6.3. The Individual Settlement Amount will be reduced by any and all required deductions for each Participating Settlement Class Member as set forth herein, including all applicable employee-side tax withholdings or deductions. Any such applicable employee-side tax withholdings or other required deductions shall be paid from the Net Settlement Amount.

3.2.6.4. In no event shall the total Individual Settlement Amount payments to Class Members exceed the Net Settlement Amount. If Compensable Pay Period data is not available for any Class Member, that Class Member's total Compensable Pay Periods shall be calculated using some other reasonable basis determined by Defendants.

3.2.6.5. The entire Net Settlement Amount will be disbursed to all Participating Settlement Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amount for each Participating Settlement Class Member according to the number of Compensable Pay Periods worked, so that the amount actually distributed to the Participating Settlement Class Members equals 100% of the Net Settlement Amount.

1 3.2.7. Effect of Non-Participating Settlement Class Members on Calculation of
2 Individual Settlement Amounts. Non-Participating Settlement Class Members will not receive any
3 Individual Settlement Amount payments. The Settlement Administrator will retain amounts equal
4 to their Individual Settlement Amount payments in the Net Settlement Amount for distribution to
5 Participating Class Members on a pro rata basis.

6 3.3. Tax Allocation and Liability of Individual Settlement Amounts. The Parties make
7 no representations as to the tax treatment or legal effect of the payments called for hereunder, and
8 Settlement Class Members are not relying on any statement or representation by the Parties in this
9 regard. All Individual Settlement Amount payments will be allocated as follows: twenty percent
10 (20%) of each Individual Settlement Amount will be allocated as wages and the remaining eighty
11 percent (80%) will be split and allocated as forty percent (40%) interest and forty percent (40%)
12 statutory penalties. The Settlement Administrator will report the portion allocated to wages on an
13 IRS Form W-2 and shall make appropriate tax withholdings from the portion allocated to wages,
14 and shall report the portion allocated to interest and statutory penalties on an IRS Form-1099. The
15 wages portion of each Individual Settlement Amount shall be subject to all required payroll taxes
16 and deductions, as well as other required deductions for garnishments, tax liens, or child support.
17 The employee's share of payroll taxes and withholdings shall be deducted from each Participating
18 Settlement Class Member's Individual Settlement Amount. The statutory penalties and interest
19 portion of each Individual Settlement Amount shall be reported on a Form 1099 issued to each
20 Participating Settlement Class Member.

21 3.4. Tax Allocation and Liability of Individual PAGA Settlement Amounts. The Parties
22 agree that Individual PAGA Settlement Amount payments sent to PAGA Members will be
23 characterized 100% as penalties and Form 1099s will be issued. Nothing in this Settlement is
24 intended to constitute legal advice regarding federal, state and/or local tax obligations. Plaintiff
25 acknowledges that he has obtained no tax advice from Defendants and that neither Defendants nor
26 Counsel for Defendants have made any representations concerning the tax consequences, if any,
27 of the Settlement amount in this Settlement Agreement. To the extent that this Settlement or any
28 of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax

1 issue, such advice is not intended or written to be used, and cannot be used, by any person for the
2 purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible
3 for any employee tax obligations regarding the allocation of the Gross Settlement Amounts.
4 Payment Not Part of Retirement Plan(s) or Benefit(s). The Gross Settlement Amount and any
5 Individual PAGA Payment paid to Plaintiff and PAGA Members pursuant to this Settlement is not
6 intended to count as earnings by Plaintiff or PAGA Members.

7 3.5. Tax Allocation and Liability of Gross Settlement Amounts. The Settlement
8 Administrator will be responsible for issuing to Plaintiff, Participating Settlement Class Members,
9 PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law
10 for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will
11 also be responsible for forwarding all payroll taxes and penalties to the appropriate government
12 authorities. Plaintiff, Class Counsel, Participating Settlement Class Members, and PAGA
13 Members shall be solely responsible for all taxes associated with the Individual Settlement
14 Amounts/Individual PAGA Settlement Amounts, Class Counsel Award, and Class Representative
15 Enhancement/General Release Award. Participating Settlement Class Members, PAGA Members,
16 Class Counsel, and Plaintiff understand and agree that they will be responsible for the payment of
17 taxes and penalties assessed on the payments described herein and will hold the Parties free and
18 harmless from and against any claims resulting from treatment of such payments as non-taxable
19 damages, including the treatment of such payment as not subject to withholding or deduction for
20 payroll and employment taxes.

21 3.6. Medicare Liability. This Settlement Agreement is based upon a good faith
22 determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility
23 of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since
24 this is strictly a wage and hour case. The Parties resolved this matter in compliance with both state
25 and federal law. The Parties made every effort to adequately protect Medicare's interest and
26 incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare beneficiary
27 as of the date of this Settlement Agreement. Because Plaintiff is not a Medicare recipient as of the
28 date of this Settlement Agreement, no conditional payments have been made by Medicare.

3.7. Circular 230 Disclaimer. Each Party to this Settlement Agreement (for purposes of this section, the “acknowledging party” and each Party to this Settlement Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

4. FUNDING AND ALLOCATION OF GROSS SETTLEMENT AMOUNT.

4.1. Funding of Gross Settlement Amount. No later than thirty (30) calendar days after the Effective Date, Defendants shall make a one-time deposit of the Gross Settlement Amount into a qualified settlement account to be established by the Settlement Administrator to fund the Settlement, as set forth in this Settlement Agreement. Defendants may elect to deposit the Employer’s Payroll Taxes into the qualified settlement account for distribution to the relevant tax authorities. Defendants will not be obligated to make any payments contemplated by this Settlement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Settlement Agreement.

4.2. Payments from the Gross Settlement Amount. Within seven (7) days of the funding of the Settlement, the Settlement Administrator will use the Gross Settlement Amount to pay the

1 amounts awarded by the Court for: (a) Individual Settlement Amounts; (b) Class Representative's
2 Enhancement/General Release Award; (c) Class Counsel Award; (d) the PAGA Payment; (e)
3 Settlement Administrator Costs; and (f) employees' share of taxes on the Individual Settlement
4 Amounts.

5 4.3. Net Settlement Amount. The Net Settlement Amount will be determined by the
6 Settlement Administrator by subtracting the Class Counsel Award, Class Representative
7 Enhancement/General Release Award, PAGA Payment, and Settlement Administrator Costs from
8 the Gross Settlement Amount. The anticipated Net Settlement Amount is \$118,757.50.

9 4.3.1. Payment to the LWDA. The Parties have agreed that a total amount of
10 \$15,000.00 from the Gross Settlement Amount will be allocated as the PAGA Payment to the
11 resolution of PAGA Members' claims arising under the Labor Code Private Attorneys General
12 Act of 2004 ("PAGA"). Pursuant to PAGA, seventy-five percent (75%) of the PAGA Payment or
13 \$11,250.00 will be paid to the LWDA and the remaining twenty-five (25%) or \$3,750.00 shall be
14 included in the Net Settlement Amount and distributed to PAGA Members.

15 4.3.2. Individual Settlement Amounts. Individual Settlement Amounts will be
16 paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth
17 herein. Individual Settlement Amounts shall be mailed by regular First-Class U.S. Mail to each
18 Participating Settlement Class Member's last known mailing address within seven (7) calendar
19 days after Defendants make the final settlement payment. All Individual Settlement Amounts will
20 be allocated as follows: twenty percent (20%) as wages, forty percent (40%) as interest, and forty
21 percent (40%) as statutory penalties.

22 4.3.2.1. Payment to Class Members and PAGA Members. Checks
23 shall be made payable to each Participating Settlement Class Member and PAGA Member for
24 payment of each Participating Settlement Class Member's Individual Settlement Amount and
25 PAGA Member's Individual PAGA Settlement Amount as set forth in paragraphs 4.3 – 4.3.2.1 of
26 this Settlement Agreement.

27 4.3.2.2. Form of Payment to Class Members and PAGA Members.
28 The Individual Settlement Amount and Individual PAGA Settlement Amount due to each

1 Participating Settlement Class Member and PAGA Member shall be paid in the form of a check
2 to each Participating Settlement Class Member and PAGA Member.

3 4.3.2.3. Cy Pres. After one hundred and eighty (180) days of the
4 mailing of the Individual Settlement Amount and Individual PAGA Settlement Amount checks,
5 funds attributable to unclaimed, uncashed, undeliverable, or expired Individual Settlement
6 Amount/Individual PAGA Settlement Amount checks will be transmitted to the State of California
7 Office of the Controller Unclaimed Property Fund in the name of the Participating Class
8 Members/PAGA Members who did not cash his/her Settlement check. The Parties agree to
9 coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.
10 If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties
11 agree to proceed pursuant to California Code of Civil Procedure section 384, distribute uncashed
12 funds as described therein, and agree upon the non-profit Bet Tzedek as the *cy pres* designee
13 pursuant to Code of Civil Procedure section 384(b)(3)(C).

14 4.3.3. Class Representative Enhancement/General Release Award. Defendants
15 agree not to oppose or object to Plaintiff's application to the Court for an enhancement award of
16 up to \$10,000.00. The Court-approved Class Representative Enhancement/General Release Award
17 shall be paid to Plaintiff from the Gross Settlement Amount within ten (10) calendar days after
18 Defendants make the final settlement payment. The Class Representative Enhancement/General
19 Release Award shall be in addition to the Plaintiff's Individual Settlement Amount as a Settlement
20 Class Member.

21 4.3.4. Class Counsel Award. Defendants agree not to oppose a Class Counsel
22 Award that comprises of attorneys' fees in an amount not to exceed thirty-three and one-third
23 percent (33.33%) of the Gross Settlement Amount (\$74,992.50) and out-of-pocket litigation costs
24 or expenses from the Gross Settlement Amount not to exceed \$8,000.00. Class Counsel shall be
25 paid any Court-approved fees and costs on the same day that checks are mailed to Participating
26 Settlement Class Members.

27 4.3.5. Settlement Administrator Costs. The Parties agree to allocate up to
28 \$10,000.00 of the Gross Settlement Amount for Settlement Administrator Costs. The Settlement

1 Administrator shall have the authority and obligation to make payments, credits and disbursements
2 to Settlement Class Members in the manner set forth herein, calculated in accordance with the
3 methodology set out in this Settlement Agreement and orders of the Court. The Parties agree to
4 cooperate in the Settlement administration process and to make all reasonable efforts to control
5 and minimize the cost and expenses incurred in administration of the Settlement. The Settlement
6 Administrator shall be paid any Court-approved fees and costs on the same day that checks are
7 mailed to Participating Settlement Class Members.

8 **5. RELEASE OF CLAIMS.**

9 5.1. Release as To All Participating Settlement Class Members. As of the Effective
10 Date, the Participating Settlement Class Members, including Plaintiff, release the Released Parties
11 from the Released Class Claims for the Class Period.

12 5.2. Release as to All Non-Participating Class Members. As of the Effective Date, all
13 Non-Participating Class Members who are Aggrieved Employees release the Released Parties
14 from the Released PAGA Claims for the PAGA Period.

15 5.3. Release as To All PAGA Members. As of the Effective Date, the PAGA Members,
16 including Plaintiff, release the Released Parties from the Released PAGA Claims for the PAGA
17 Period.

18 5.4. General Release of All Claims by Plaintiff. As of the Effective Date, Plaintiff
19 releases the Released Parties from all of the Released Class Claims and Released PAGA Claims
20 during the Class Period and PAGA Period, respectively. Plaintiff, for himself and his heirs,
21 successors and assigns, further waives, releases, acquits and forever discharges the Released
22 Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of
23 whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf from
24 the beginning of time through and including the Effective Date, including, but not limited to, any
25 and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims,
26 benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
27 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
28 meruit claims, and any and all claims arising under any federal, state or other governmental statute,

law, regulation or ordinance, including, but not limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance ("General Release").

Plaintiff stipulates and agrees that, upon the Effective Date, he shall be deemed to have, and by operation of the Court's Final Approval Order, shall have expressly waived and relinquished the provisions, rights and benefits of California Civil Code §1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist with respect to the subject matter of the General Release, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants.

6. PRELIMINARY APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendants' Declarations in Support of Preliminary Approval. Upon review of its records to date, Defendants estimate there are 118 Class Members who collectively worked a total

1 of 4,549 Compensable Pay Periods, and 118 of Aggrieved Employees who worked a total 4,549
2 of Compensable Pay Periods. Within fourteen (14) days of the full execution of this Settlement
3 Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration under oath
4 in support of the motion for preliminary approval attesting to the class size and pay periods. Class
5 Counsel will maintain this information in confidence, using it only for purposes of this Settlement
6 and for no other purpose. Class Counsel will limit access to the information to Class Counsel's
7 attorneys and employees who need to use the information to perform under the Settlement.

8 6.2. Motion for Preliminary Approval and Supporting Documents. Plaintiff, by way of
9 regularly noticed motion pursuant to California Rule of Court ("CRC") 3.769(c), will seek
10 Preliminary Approval of the Settlement and the entry of a Preliminary Approval order for: (i)
11 appointing Class Counsel, Class Representative, and the Settlement Administrator, (ii)
12 conditionally certifying the Class Members for settlement purposes only, (iii) preliminary
13 approving the terms of the Settlement, subject to the Court approving the amount of the Class
14 Counsel Award, Class Representative Enhancement/General Release Award, and Settlement
15 Administrator Costs at the final approval / settlement fairness hearing, (iv) scheduling a final
16 approval / settlement fairness hearing, (v) ordering the Parties to administer the Settlement; (vi)
17 approving the Notice of Class Action Settlement to be sent to all Class Members; and (vii)
18 enjoining Class Members from filing or prosecuting any claims, suits, or administrative
19 proceedings regarding the Released Class Claims from the time the Notices of Class Action
20 Settlement are mailed to Class Members until such Class Members have filed valid Requests for
21 Exclusion with the Settlement Administrator. The Motion for Preliminary Approval will attach as
22 exhibits: (i) the Settlement Agreement, and (ii) the Notice of Class Action Settlement; and (iii)
23 proof of submission of the proposed Settlement to the LWDA pursuant to Labor Code section
24 2699(l)(2). The Motion for Preliminary Approval will be supported by admissible evidence, in
25 the form of declarations of Class Counsel, that address the potential value of each claim being
26 settled, the value of other forms of relief, and the allocation of the Individual Settlement Amounts
27 between wages and non-wages, all as sufficient to satisfy the standard set forth in *Kullar v. Foot*
28 *Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008). Class Counsel will be responsible for drafting

all documents, pleadings and declarations necessary to obtain Preliminary Approval, including a Proposed Order Granting Preliminary Approval that includes the requisite “recital,” “finding,” and “order” language and adequate information to provide clear instructions to the Settlement Administrator, and that attaches the Notice of Class Action Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after full execution of this Settlement Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Settlement Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement Agreement and otherwise satisfy the Court’s concerns.

7. **CLASS DATA.** No later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members’ and PAGA Members’ privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees who need access to the Class Data to effect and perform under this Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel of any Class Member or PAGA Member information missing or omitted from the Class Data. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to

1 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

2 **8. SETTLEMENT ADMINISTRATION.**

3 8.1. Selection of Settlement Administrator. The Parties have jointly selected Xpand
4 Legal (“ILYM”) to serve as the Settlement Administrator and verified that, as a condition of
5 appointment, ILYM agrees to be bound by this Settlement Agreement and to perform, as a
6 fiduciary, all duties specified in this Settlement Agreement in exchange for payment of Settlement
7 Administrator Costs.

8 8.2. Responsibilities of the Settlement Administrator. As outlined below, the
9 Settlement Administrator shall be responsible for the following: processing and mailing payments
10 to Plaintiff, Class Counsel, Participating Settlement Class Members, and PAGA Members;
11 printing, and mailing the Notice of Class Action Settlement, PAGA Letters and tax forms to the
12 Participating Settlement Class Members and PAGA Members as directed by the Court; receiving
13 and reporting the requests for exclusion and objections submitted by Settlement Class Members;
14 providing declaration(s) as necessary in support of preliminary and/or final approval of this
15 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
16 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
17 the performance of all Settlement Administrator responsibilities.

18 8.3. Employer Identification Number. The Settlement Administrator shall have and use
19 its own Employer Identification Number for purposes of calculating payroll tax withholdings and
20 providing reports state and federal tax authorities.

21 8.4. Qualified Settlement Fund. The Settlement Administrator shall establish a
22 settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US
23 Treasury Regulation section 468B-1.

24 8.5. Notice to Settlement Class Members.

25 8.5.1. Class Information. Within twenty-one (21) days of the Court granting
26 preliminary approval of this Settlement, Defendants shall provide the Settlement Administrator
27 with the Class Information for purposes of mailing the Notice of Class Action Settlement to the
28 Settlement Class Members. No later than three (3) days after receipt of the Class Information, the

1 Settlement Administrator shall notify counsel for the Parties that the list has been received and
2 state the number of Settlement Class Members.

3 8.5.2. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
4 Settlement Administrator will perform a search based on the National Change of Address Database
5 or any other similar services available to update and correct any known or identifiable address
6 changes. Within twenty-five (25) days of receipt of the Class Information, the Settlement
7 Administrator shall mail copies of the Notice of Class Action Settlement to all Settlement Class
8 Members via regular First-Class U.S. Mail. The address identified by the Settlement Administrator
9 as the current mailing address shall be presumed to be the best mailing address for each Settlement
10 Class Member.

11 8.5.3. Undeliverable Notices. Any Notice of Class Action Settlement returned to
12 the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-
13 mailed once to the forwarding address affixed thereto. If no forwarding address is provided, the
14 Settlement Administrator shall promptly make one attempt to determine a correct address by use
15 of skip-tracing, or other search using the name, address and/or social security number of the
16 Settlement Class Member whose notice was undeliverable, and shall then perform a single re-
17 mailing within five (5) days of receiving notice that a notice was undeliverable. Settlement Class
18 Members who receive a re-mailed Notice of Class Action Settlement shall have their Response
19 Deadline extended an additional fifteen (15) days from the original Response Deadline.

20 8.5.4. Notice by Overnight Mail or E-Mail to Persons Later Identified as
21 Settlement Class Members. If the Settlement Administrator, Defense Counsel or Class Counsel is
22 contacted by or otherwise discovers any persons who believe they should have been included in
23 the Class Information and should have received Notice of Class Action Settlement, the Parties will
24 expeditiously meet and confer by telephone or e-mail, and in good faith, in an effort to agree on
25 whether to include them as Settlement Class Members. If the Parties agree, such persons will be
26 Settlement Class Members entitled to the same rights as other Settlement Class Members, and the
27 Settlement Administrator will send, via e-mail or overnight delivery, a Notice of Class Action
28 Settlement requiring them to exercise options under this Settlement Agreement not later than 14

1 days after receipt of Notice of Class Action Settlement, or the deadline dates in the Notice of Class
2 Action Settlement, which ever are later.

3 8.6. Requests for Exclusions (Opt-Outs).

4 8.6.1. Any Class Member wishing to opt out from the Settlement must sign and
5 postmark or fax a written Request for Exclusion to the Settlement Administrator within the
6 Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the
7 Request for Exclusion shall be the exclusive means used to determine whether a Request for
8 Exclusion has been timely submitted.

9 8.6.2. Any Settlement Class Member who requests to be excluded from the
10 Settlement Class will not be entitled to any recovery under the Settlement and will not be bound
11 by the terms of the Settlement or have any right to object, appeal, or comment thereon. Because
12 future PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-
13 Participating Class Members who are Aggrieved Employees are deemed to release the claims
14 identified in Paragraph 5.2 of this Settlement Agreement.

15 8.6.3. If a Class Member's Request for Exclusion is defective as to the
16 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
17 The Settlement Administrator will mail the Class Member a cure letter within three (3) business
18 days of receiving the defective submission to advise the Class Member that their or her submission
19 is defective and that the defect must be cured to render the Request for Exclusion valid. The Class
20 Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days
21 from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for
22 Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that
23 period, it will be deemed untimely. If a Class Member responds to a cure letter by filing a defective
24 Request for Exclusion, then the Settlement Administrator will have no further obligation to give
25 notice of a need to cure and the Request for Exclusion will be deemed not valid.

26 8.6.4. Settlement Class Members who fail to submit a valid and timely Request
27 for Exclusion shall be deemed a Participating Class Member whose rights, claims, and obligations
28 are determined, and who is bound, by all terms of the Settlement, including those pertaining to the

Released Class Claims under Paragraph 5.1 of this Settlement Agreement, and any Final Judgment entered in this Lawsuit if the Settlement is approved by the Court. The Parties expressly acknowledge and agree that any Class Member who does not submit a valid Request for Exclusion pursuant to this Settlement Agreement will be deemed a Participating Settlement Class Member whose rights, claims, and obligations are determined, and who is bound, by all of the terms of this Settlement Agreement, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement, even if such Class Member cashed an Individual Settlement Amount that was issued in error, was not issued an Individual Settlement Amount in error, did not cash his or her Individual Settlement Amount, or failed to receive the Notice of Class Action Settlement.

8.6.5. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall certify jointly to Class Counsel and Defense Counsel a complete list of all members of the Settlement Class who have timely submitted a Request for Exclusion.

8.7. Disputes Regarding Individual Settlement Amounts and Settlement Administration. Each Settlement Class Member retains the right to raise challenges over Defendants' records, individual settlement payments, and/or other employment information on their Notice of Class Action Settlement, and the Settlement Administrator shall promptly address these challenges, as follows:

8.7.1. Disputes Regarding Individual Settlement Amounts. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the dates of employment stated on their Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline via letter or email to the Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Amounts under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Amount shall be subject to review by the Court as needed. The Court's determination will be binding upon the Settlement Class Members

1 and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction,
2 Defendants' records will be given a rebuttable presumption of accuracy.

3 8.7.2. Disputes Regarding Administration of Settlement. Any disputes not
4 resolved by the Settlement Administrator concerning the administration of the Settlement will be
5 resolved by the Court, under the laws of the State of California. Prior to any such involvement of
6 the Court, counsel for the Parties will confer in good faith to resolve the disputes without the
7 necessity of involving the Court.

8 8.8. Objections to Settlement.

9 8.8.1. To object to the Settlement Agreement, a Class Member must submit a valid
10 Notice of Objection to the Settlement Administrator via U.S. Mail on or before the Response
11 Deadline, or appear in person at the Final Approval Hearing to object in person.

12 8.8.2. The Settlement Administrator will provide copies of any Notice of
13 Objection to counsel for all Parties within three (3) calendar days of receipt. Class Counsel shall
14 submit copies of all Notices of Objection to the Court concurrently with the filing of the motion
15 for final approval of the Settlement.

16 8.8.3. The Notice of Objection must be signed by the Class Member and contain
17 all information required by this Settlement Agreement. The date of mailing on the envelope shall
18 be deemed the exclusive means for determining that a Notice of Objection was timely received.

19 8.8.4. Class Members who fail to object in the manner specified in the Settlement
20 Agreement will be deemed to have waived all objections to the Settlement and will be foreclosed
21 from making any objections and seeking any adjudication or review, whether by appeal or
22 otherwise, to the Settlement Agreement.

23 8.8.5. Class Members who postmark timely Notices of Objection will have a right
24 to appear at the Final Approval Hearing in order to have their objections heard by the Court.

25 8.8.6. Either of the Parties may file a responsive document to any objection before
26 the Final Approval Hearing. Any attorney who will represent an individual objecting to this
27 Settlement who has not filed a written objection must file a notice of appearance with the Court
28 and serve Class Counsel and Defense Counsel no later than the Response Period Deadline. Class

1 Counsel shall not represent any Settlement Class Members with respect to any such objections.

2 8.8.7. If a Class Member timely submits both a Notice of Objection and a Request
3 for Exclusion, or if a Class Member submits a Request for Exclusion and attempts to appear in
4 person at the Final Approval Hearing to object, the Request for Exclusion will be given effect and
5 considered valid, the Notice of Objection shall be rejected and/or the right to object in person shall
6 be waived, and the Class Member shall not participate in or be bound by the Settlement.

7 8.9. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
8 their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or
9 their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either
10 written objections to the Settlement or requests for exclusion from the Settlement, or to appeal
11 from the Court's Final Judgment.

12 8.10. Settlement Administrator Duties. The Settlement Administrator has a duty to
13 perform or observe all tasks to be performed or observed by the Settlement Administrator
14 contained in this Settlement Agreement or otherwise.

15 8.10.1. Website, Email Address and Toll-Free Number. The Settlement
16 Administrator will establish and maintain and use an internet website to post information of
17 interest to Class Members including the date, time and location for the Final Approval Hearing
18 and copies of the Settlement, Motion for Preliminary Approval, the Preliminary Approval, the
19 Class Notice, the Motion for Final Approval, the Motion for Class Counsel fees payment, Class
20 Counsel litigation expenses payment and Class Representative enhancement award, the Final
21 Approval and the Judgment. The Settlement Administrator will also maintain and monitor an
22 email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

23 8.10.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement
24 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
25 validity. Not later than five (5) days after the expiration of the deadline for submitting Requests
26 for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense
27 Counsel containing (a) the names and other identifying information of Class Members who have
28 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other

1 identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)
2 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

3 8.10.3. Weekly Reports Regarding Settlement Administration. The Settlement
4 Administrator will provide Defense Counsel and Class Counsel a weekly report which certifies:
5 (a) the number of Notices of Class Action Settlement mailed to Class Members returned as
6 undeliverable; (b) the number of returned Notices of Class Action Settlement re-mailed to Class
7 Members; (c) the number of Class Members who have submitted valid Requests for Exclusion;
8 and (d) whether any Class Member has submitted a challenge to any information contained in their
9 Notice of Class Action Settlement. The weekly reports must include the Settlement
10 Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
11 Requests for Exclusion and objections received. Additionally, the Settlement Administrator will
12 provide to counsel for both Parties any updated reports regarding the administration of the
13 Settlement Agreement as needed or requested.

14 8.10.4. Settlement Administrator's Declaration. No later than ten (10) calendar
15 days prior to the final approval hearing, the Settlement Administrator shall provide Defense
16 Counsel and Class Counsel with a declaration attesting to completion of the notice process,
17 including due diligence, proof of mailing, and any attempts to obtain valid mailing addresses for,
18 and the resending of, any returned Notices of Class Action Settlement. This declaration shall be
19 filed with the Court by Class Counsel. Upon completion of the procedures described in the
20 preceding paragraphs, the Parties shall be deemed to have satisfied their obligation to provide
21 notice to the Class Members. Nothing else shall be required of, or done by, the Parties, Class
22 Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the Settlement and
23 the final approval hearing.

24 8.10.5. Final Report by Settlement Administrator. Within ten (10) days after the
25 Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement
26 Administrator will provide Class Counsel and Defense Counsel with a final report detailing its
27 disbursements of all payments made under this Settlement Agreement. At least fifteen (15) days
28 before any deadline set by the Court, the Settlement Administrator will prepare, and submit to

1 Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to
2 its disbursement of all payments required under this Settlement Agreement. Class Counsel is
3 responsible for filing the Settlement Administrator's declaration in Court.

4 **9. CLASS SIZE OR PAY PERIOD MODIFICATION.**

5 9.1. Increase in Class Members. It was represented to Class Counsel that the Settlement
6 Class is estimated to comprise of 118 individuals in the Class Period. Upon receipt of the Class
7 Data, in the event that the number of Class Members exceeds this estimate by more than 5%, the
8 Settlement Administrator shall notify the Parties that of the number of Class Members. To the
9 extent the number of Class Members in the Class Period increases by more than 5%, Defendants
10 shall have the option to increase the Gross Settlement Amount by a proportionate amount. For
11 example, if the number of Settlement Class Members increases by 17%, Defendants shall have the
12 option to increase the Gross Settlement Amount by 17%. If Defendants elect not to increase the
13 Gross Settlement Amount proportionately, Defendants shall notify Class Counsel of its decision
14 in writing within ten (10) days of receiving the number of Class Members from the Settlement
15 Administrator. Within ten (10) days of receipt of such written notice from Defendants, Plaintiff
16 shall have the option to terminate this Settlement Agreement via written notice to Defense Counsel
17 and the Parties will be restored to their positions prior to the Settlement and the Settlement shall
18 be null and void.

19 9.2. Increase in Compensable Pay Periods. It was represented to Class Counsel that the
20 Settlement Class is estimated to have 4,549 Compensable Pay Periods in the Class Period. Upon
21 receipt of the Class Data, in the event that the Compensable Pay Periods exceeds this estimate by
22 more than 5%, the Settlement Administrator shall notify the Parties that of the number of
23 Compensable Pay Periods. To the extent the number of Compensable Pay Periods in the Class
24 Period increases by more than 5%, Defendants shall have the option to increase the Gross
25 Settlement Amount by a proportionate amount. For example, if the number of Compensable Pay
26 Periods increases by 17%, Defendants shall have the option to increase the Gross Settlement
27 Amount by 17%. If Defendants elect not to increase the Gross Settlement Amount proportionately,
28 Defendants shall notify Class Counsel of its decision in writing within ten (10) days of receiving

the number of Compensable Pay Periods from the Settlement Administrator. Within ten (10) days of receipt of such written notice from Defendants, Plaintiff shall have the option to terminate this Settlement Agreement via written notice to Defense Counsel and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

10. MOTION FOR FINAL APPROVAL.

10.1. Final Approval Hearing. Upon expiration of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement/General Release Award; (iii) Individual Settlement Amounts; (iv) the Settlement Administrator Costs; and (v) PAGA Payment. The final approval/settlement fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline, or any extensions as set forth in this Settlement Agreement. Class Counsel will be responsible for drafting all documents necessary to obtain final approval, including but not limited to the attorneys' fees and costs application to be heard at the final approval hearing, as described below.

10.2. Motion for Final Approval and Supporting Documents. No later than sixteen (16) court days before the calendared final approval hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer via telephone or e-mail, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.2.1. Final Approval Order and Entry of Final Judgment. In connection with the motion for final approval of the Settlement by the Court, the Parties will present a Final Approval Order and Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court, in the form substantially similar to the one attached hereto as **Exhibit C**. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Settlement Agreement is fair, just, adequate, and in the best interests of the Settlement Class; and require the

Parties to carry out the provisions of this Settlement Agreement. If the Settlement is approved by the Court and not otherwise terminated, the Court will enter a judgment resolving the Action, and bar and permanently enjoin Plaintiff, all Participating Settlement Class Members, and PAGA Members from participating in any other representative, collective or class action lawsuit against the Released Parties, or any of them, concerning the Released Class Claims or Released PAGA Claims.

10.2.1.1. Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

10.2.1.2. Continuing Jurisdiction of the Court. After entry of the Final Approval Order and Judgment, pursuant to CRC 3.769(h), the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

10.3. Nullification of Settlement Agreement.

10.3.1. In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgement as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by Defendants and half by Class Counsel), unless otherwise specified in this Settlement Agreement.

10.3.2. To the extent the total number of opt outs identified in the Exclusion List exceed 10%, Defendants have the option to nullify this settlement within ten (10) court days of the last day of the response period via a written notice to Plaintiff's counsel.

10.3.3. In the event a Party exercises their respective right to terminate this Settlement for any of the events set forth in this Settlement Agreement, causing the Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this Settlement

1 Agreement had not been executed, except that any fees already incurred by the Settlement
2 Administrator shall be paid by the party terminating the Settlement. The return of any paid
3 Settlement funds to Defendants shall occur no later than five (5) business days after one or more
4 of the triggering events leading to nullification occurs. In the event an appeal is filed from the
5 Court's Final Judgment, or any other appellate review is sought, administration of the Settlement
6 shall be stayed pending final resolution of the appeal or other appellate review, but any fees
7 incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
8 the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement
9 Administrator equally by the Parties (half by Defendants and half by Class Counsel) within thirty
10 (30) days of said notification.

11 10.4. Waiver of Right to Appeal. Provided the Judgment is substantially consistent with
12 the terms and conditions of this Settlement Agreement, the Parties, their respective counsel, and
13 all Participating Class Members who did not object to the Settlement as provided in this Settlement
14 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
15 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
16 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
17 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
18 to perform under this Settlement Agreement will be suspended until such time as the appeal is
19 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
20 of the Net Settlement Amount.

21 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
22 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
23 modification of this Settlement Agreement (including, but not limited to, the scope of release to
24 be granted by Class Members), this Settlement Agreement shall be null and void. The Parties shall
25 nevertheless expeditiously work together in good faith to address the appellate court's concerns
26 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
27 Settlement Administrator Costs reasonably incurred after remittitur. An appellate decision to
28 vacate, reverse, or modify the Court's award of the Class Representative Enhancement/General

1 Release Award or any payments to Class Counsel shall not constitute a material modification of
2 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
3 remains unchanged.

4 **11. ADDITIONAL PROVISIONS.**

5 11.1. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement
6 Class Members pursuant to this Settlement Agreement shall be deemed not to be pensionable
7 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee
8 benefits (e.g., vacations, holiday pay, retirement plans, stock purchase plans, sick leave plans, or
9 any other benefit plan (“Benefit Plan”)) of Plaintiff or Settlement Class Members. Rather, it is the
10 Parties’ intention that this Settlement Agreement will not affect, increase, or decrease any rights,
11 contributions, or amounts to which any Class Members may be entitled under any Benefit Plan
12 independently of the Settlement. All amounts paid to Class Members pursuant to the Settlement
13 shall be deemed to be paid to such Class Members solely in the year in which such payments are
14 sent to the Class Members. It is expressly understood and agreed that the receipt of Individual
15 Settlement Amounts or any other amounts under this Settlement will not entitle any Class Member
16 to additional compensation or benefits under any Benefit Plan, nor will it entitle any Class Member
17 to any increased retirement, 401K benefits or matching benefits, or deferred compensation
18 benefits. It is the intent of this Settlement that the Individual Settlement Amounts provided for in
19 this Settlement are the sole payments to be made by Defendants to the Participating Settlement
20 Class Members (other than the Class Representative Enhancement/General Release Award made
21 to Plaintiff), and that the Participating Settlement Class Members are not entitled to any new or
22 additional compensation or benefits as a result of having received the individual settlement awards
23 (notwithstanding any contrary language or agreement in any benefit or compensation plan
24 document that might have been in effect during the period covered by this Settlement).

25 11.2. No Admission by Defendants. The Parties enter into this Settlement to resolve the
26 disputes that have arisen between them and to avoid the burden, expense and risk of continued
27 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny any and
28 all claims alleged in this Lawsuit and deny all wrongdoing or liability whatsoever. This Settlement

1 Agreement is not a concession or admission, and shall not be used against Defendants as an
2 admission or indication with respect to any claim of any fault, concession, or omission by
3 Defendants. Defendants further assert that, for any purpose other than settlement, the Action is
4 not appropriate for class treatment. Neither this Settlement Agreement, nor any of its terms or
5 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
6 concession by Defendants of any such violations or failures to comply with any applicable law.
7 Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
8 Settlement Agreement and its terms and provisions, nor any ancillary documents, actions,
9 statements, or filings in furtherance of a settlement, shall not be offered or received as evidence in
10 any action or proceeding to establish any liability or admission on the part of Defendants or to
11 establish the existence of any condition constituting a violation of, or a non-compliance with,
12 federal, state, local or other applicable law, for purposes of class or collective certification, or for
13 any other purpose whatsoever.

14 11.3. Confidentiality. Plaintiff and Class Counsel will not make any public disclosure of
15 the Settlement, including not holding any press conferences, issue any press releases, initiate any
16 contact with the press, respond to any press inquiry, or have any communication with the press
17 about the fact, amount or terms of the Settlement other than, in response to a media inquiry, direct
18 such inquiries to the public records of the Action on file with the Court. Until the Parties file a
19 motion with the Court seeking Preliminary Approval, Plaintiff and Class Counsel will keep the
20 terms of this Settlement Agreement confidential. At no time shall Plaintiff or Class Counsel
21 characterize the Action or Settlement in a manner that disparages Defendants of its employment
22 practices. Class Counsel will not include or use the Settlement for any marketing or promotional
23 purposes. Class Counsel shall not initiate any contact or other communications with Class
24 Members other than the Court-approved Notice of Class Action Settlement, but may respond to
25 inquiries received from Class Members.

26 11.4. Exhibits and Headings. The terms of this Settlement Agreement include the terms
27 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
28 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The

1 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
2 convenience of reference only and do not constitute a part of this Settlement Agreement.

3 11.5. Interim Stay of Proceedings. Upon full execution of this Settlement Agreement, the
4 Parties agree that based upon Code of Civil Procedure §583.310 (“the 5-year rule”), the Lawsuit
5 shall be stayed in its entirety except for the proceedings necessary to implement and complete the
6 Settlement.

7 11.6. Amendment or Modification. This Settlement Agreement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 11.7. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
11 the entire Agreement among these Parties, and no oral or written representations, warranties, or
12 inducements have been made to any Party concerning this Agreement or its Exhibits other than
13 the representations, warranties, and covenants contained and memorialized in the Settlement
14 Agreement and its Exhibits. The Parties are entering into this Settlement Agreement based solely
15 on the representations and warranties herein and not based on any promises, representation, and/or
16 warranties not found herein.

17 11.8. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
18 and represent they are expressly authorized by the Parties whom they represent to negotiate this
19 Settlement Agreement and to take all appropriate actions required or permitted to be taken by such
20 Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other
21 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
22 counsel will cooperate with each other and use their best efforts to effect the implementation of
23 the Settlement. In the event the Parties are unable to reach agreement on the form or content of
24 any document needed to implement the Settlement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
26 the Court to resolve such disagreement. The persons signing this Settlement Agreement on behalf
27 of Defendants represent and warrant that they are authorized to sign this Settlement Agreement on
28 behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign this Settlement

1 Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement
2 to a third-party. Further, Plaintiff and Class Counsel warrant and represent that there are no liens
3 on the Settlement Agreement.

4 11.9. Binding on Successors and Assigns. This Settlement Agreement shall be binding
5 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
6 defined.

7 11.10. California Law Governs. All terms of this Settlement Agreement and the Exhibit
8 hereto shall be governed by and interpreted according to the laws of the State of California.

9 11.11. Counterparts. This Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
11 instrument.

12 11.12. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
13 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
14 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
15 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
16 Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this
17 Settlement Agreement and all orders and judgments entered in connection therewith. All terms of
18 this Settlement Agreement are subject to approval by the Court.

19 11.13. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this Settlement
22 Agreement valid and enforceable.

23 11.14. Destruction of Confidential Documents. Plaintiff and Class Counsel shall, pursuant
24 to the stipulated protective order entered into by the Parties, return or destroy all confidential
25 documents/information and other confidential materials obtained in discovery or otherwise in the
26 Action within 60 days of the Effective Date, and to provide a certification of such destruction or
27 return to Defendants. Neither Class Counsel nor Plaintiff shall use, disseminate, or distribute any
28 confidential information obtained or developed in connection with the Action for any purpose

whatsoever, except to defend the validity of the Settlement. Class Counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communications, but may refer to the Settlement in adequacy of counsel declarations.

11.15. Defense of the Settlement. Plaintiff agrees to participate in, and Class Counsel agree to join Defendants in, defending the Settlement and its approval from any collateral attack in the three year period after final approval by providing a declaration or declarations in support of the Settlement. The Parties and their counsel shall enter into a common interest agreement for the purpose of sharing information necessary to the defense of the Settlement.

11.16. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11.17. Enforcement. If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

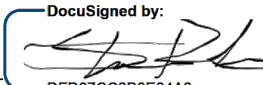
WHEREFORE, Plaintiff, on behalf of himself, the Settlement Class Members, and the State of California, and Defendants have executed this Settlement Agreement as of the dates set forth below.

IT IS SO AGREED:

OSTENDO TECHNOLOGIES, INC.;
HUSSEIN S. EL-GHOROURY

SACHA ROBERTS

By: _____
Hussein S. El-Ghoroury
Ostendo Technologies, Inc.; Hussein

By:  _____
Sacha Roberts

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Dated

July 23, 2023

Dated

APPROVED AS TO FORM AND CONTENT:

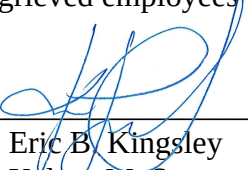
JACKSON LEWIS P.C.
Counsel for Defendants

KINGSLEY & KINGSLEY APC
Counsel for Plaintiff, the proposed class, and
all aggrieved employees

By: _____

Guillermo A. Escobedo
Samantha S. McPherson
Bayan Salehi

By: _____


Eric B. Kingsley
Kelsey M. Szamet

Dated

July 24, 2023

Dated

EXHIBIT “A”

[CLASS MEMBER NAME]

SACHA ROBERTS v. OSTENDO TECHNOLOGIES, INC.; HUSSEIN S. EL-GHOROURY

**Superior Court of the State of California, County of San Diego
Case No.: 37-2020-000115752-CU-OE-CTL**

If you are a current or former employee for OSTENDO TECHNOLOGIES, INC.; HUSSEIN S. EL-GHOROURY (collectively, “Defendants”), a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

On [Preliminary Approval Date], the Honorable Katherine A. Bacal of the California Superior Court, County of San Diego (“Court”), granted preliminary approval to a proposed class action settlement (“Settlement”) of the lawsuit entitled *SACHA ROBERTS v. OSTENDO TECHNOLOGIES, INC., a corporation; HUSSEIN S. EL-GHOROURY, an individual*, Case No. 37-2020-000115752-CU-OE-CTL (the “Action”), and ordered the litigants to notify all Class Members about the Settlement.

- The Court has certified the following class for settlement purposes (“Class Members”): “all persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the Class Period.” (“Settlement Class Members”).
- The “Class Period” means the period from March 25, 2019 through March 24, 2021.
- You are receiving this Notice of Class Action Settlement (“Notice”) because the records reflect that you may be one of the above Class Members who may be entitled to participate in the Settlement.
- Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendants’ defenses. The purpose of this Notice is to provide a brief description of the claims alleged, the key terms of the Settlement, and your rights and options with respect to the Settlement.
- You have several options available to you:

DO NOTHING	Receive a payment from the Settlement and be bound by the terms of the Settlement.
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Any Questions? Call [Claims Admin Toll Free Ph. #]

	If you do nothing and the Court grants final approval of the Settlement, you <u>will</u> receive a share of the settlement proceeds based on the number of Compensable Pay Periods, as defined below, you worked as a non-exempt employee for Defendants during the Class Period. You will also release all of the Released Class Claims, as defined below, against the Released Parties, as defined below, and give up any rights to sue the Released Parties about any of the claims in this case.
ASK TO BE EXCLUDED (OPT OUT)	Receive no payment and not be bound by the terms of the Settlement. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Defendants for the same legal claims in this lawsuit. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT	Object to the terms of this Settlement. You may write to the Court and/or you may appear personally, through your own attorney and your own expense, and tell the Court about why you object to the Settlement. If you would like to object to the Settlement, you may not exclude yourself from the Settlement.

Your options and time deadlines for exercising them are explained in this Notice.
To opt out or object, you must act by XXXX (the “Response Deadline”).

1. Why did I get this Notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of the Defendants’ employees. You have received this Notice because Defendants’ records indicate that you are a member of this class.

This Notice describes a proposed settlement (“Settlement”) of the lawsuit *SACHA ROBERTS v. Ostendo Technologies, Inc.; Hussein S. El-Ghoroury* pending in the San Diego County Superior Court, Case No. 37-2020-000115752-CU-OE-CTL (the “Action”). This Notice is being sent to you by the order of the San Diego County Superior Court, which preliminarily approved the Settlement and conditionally certified the Settlement Class on [date of preliminary approval].

This Notice informs you of the terms of the proposed Settlement, describes your rights and options in connection with the Settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the Settlement.

2. What is this lawsuit about?

This lawsuit was filed on May 26, 2020, on behalf of all persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the relevant time period. The operative complaint alleges causes of action against Defendants for

failure to pay all wages and/or overtime under Labor Code §§ 510, 1194, and 1199; failure to pay timely wages under Labor Code §§ 204 and 558.1; violation of Labor Code §§ 226(a) and 558.1; failure to pay lawful wages upon termination or resignation under Labor Code § 203; unfair business practices under Business & Professions Code § 17200 *et seq.*; and penalties under the Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.* Plaintiff seeks to bring these claims on a class and representative action on behalf of other current and former employees of Defendants.

Defendants have denied, and continue to deny each and all of these claims and contentions alleged by the Plaintiff and believe that they have valid defenses to Plaintiff's claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action, or that the Action can or should proceed as a class action.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendants' defenses.

4. Why did this case settle?

The Court did not decide in favor of Plaintiff or Defendants. Instead, after engaging in extensive investigation and a full day of mediation before an experienced mediator, the Parties agreed on a class settlement that was preliminarily approved by the Court on [date of preliminary approval]. The parties and their counsel have concluded that the Settlement is advantageous, considering the risk, inconvenience, uncertainties, and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiff's claims and asserts that it has complied with all of its legal obligations toward its employees, Defendants have also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the Class on those claims.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount is **\$225,000.00**. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: up to **\$75,000.00**- Class Counsel will request from the Court no more than one-third of the Gross Settlement Amount (or \$75,000.00) as attorney's fees for litigation and resolution of the Action.
- Litigation Costs: up to **\$8,000.00** - Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated

to be no more than \$8,000.00.

- Settlement Administrator Costs: up to **\$10,000.00** - Subject to Court approval, the costs of settlement administration payable to the Settlement Administrator in an amount not to exceed \$9,750.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court.
- Class Representative Enhancement/General Release Award to Class Representative: up to **\$10,000.00** - For acting as the Class Representative, Plaintiff will request from the Court an award of up to \$10,000.00 in recognition of and as compensation for her efforts, such as starting the Action, volunteering time to assist with the case, and providing information and documents, as well as risks they assumed in starting and assisting with the prosecution of the Action.
- Penalties to the Labor & Workforce Development Agency: \$15,000.00 - Subject to Court approval, an amount of up to \$15,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under PAGA ("PAGA Payment"), with 75% of PAGA Payment to be allocated and paid to the California Labor and Workforce Development Agency, and 25% of the PAGA Payment to be allocated and distributed to the PAGA Members as part of the Net Settlement Amount.

After these deductions, \$111,000 will be available for payment to the Settlement Class Members receiving this notice ("Net Settlement Amount").

Additionally, any Class Member who was employed at any time during the PAGA Period, March 25, 2019 through March 24, 2021, will be entitled to a share of the amount allocated to PAGA penalties. Of the \$15,000 allocated to PAGA penalties, 75% (\$11,250.00) shall be paid to the Labor & Workforce Development Agency and the remaining 25% (\$3,750.00) shall be paid to the PAGA Members on a pro rata basis based on the number of pay periods you worked during the PAGA Period. You may not opt out of the PAGA Settlement and you will be bound by the release of PAGA claims under the Settlement.

Each Participating Settlement Class Member's Individual Settlement Amounts shall be determined as follows:

The Settlement is based on the total number of pay periods Class Members worked for Defendants during the Class Period based on Defendants' records ("Compensable Pay Periods").

The total number of Compensable Pay Periods worked by each Class Member ("Individual Pay periods") will be added together to determine the total number of Compensable Pay Periods worked by all Class Members ("Class Pay periods") during the Class Period.

To determine each Participating Settlement Class Member's "Individual Settlement Amount" the Settlement Administrator will use the following formula: Individual Settlement Amount = (Net Settlement Amount ÷ Class Pay periods) x Individual Pay periods for each individual Participating Settlement Class Member.

The Individual Settlement Amount will be reduced by any and all required deductions for each Participating Settlement Class Member as set forth herein, including all applicable employee-side tax withholdings or deductions. Any such applicable employee-side tax

withholdings or other required deductions shall be paid from the Net Settlement Amount.

In no event shall the total Individual Settlement Amounts to Class Members exceed the Net Settlement Amount. If Compensable Pay Period data is not available for any Class Member, that Class Member's total Compensable Pay Periods shall be calculated using some other reasonable basis determined by Defendants.

The entire Net Settlement Amount will be disbursed to all Participating Settlement Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amount for each Participating Settlement Class Member according to the number of Compensable Pay Periods worked, so that the amount actually distributed to the Participating Settlement Class Members equals 100% of the Net Settlement Amount.

All Individual Settlement Amounts will be allocated as follows: twenty percent (20%) to settlement of wage claims and forty percent (40%) to settlement of claims for interest and forty percent (40%) to settlement of claims for statutory penalties. All Individual PAGA Settlement Amounts will be allocated as 100% penalties.

According to Defendants' records, the total number of Compensable Pay Periods that you worked as an employee *during the Class Period* (March 25, 2019 – March 24, 2021) is 4,549.00. According to Defendants' records, the total number of Compensable Pay Periods that you worked as an employee *during the PAGA Period* (March 25, 2019 – March 24, 2021) is 4,549.00. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on the Compensable Pay Periods you worked for Defendants, your estimated Individual Settlement Amount is _____.

6. What if I disagree with the number of Compensable Pay Periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of Compensable Pay Periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
[Physical Address]
[Email]
[Telephone Number]

You must submit such information by XXXX. Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

Any Questions? Call [Claims Admin Toll Free Ph. #]

You do not need to do anything to receive an Individual Settlement Amount from the Settlement.

Based on the Compensable Pay Periods you worked for Defendants, your estimated settlement amount is _____. The actual amount may vary somewhat based on the actual implementation of the Settlement.

Twenty percent (20%) of your Individual Settlement Amount will be treated as wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). Forty-percent (40%) of your Individual Settlement Amount will be treated as penalties and the remaining Forty-percent (40%) will be treated as interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your Individual Settlement Amount.

8. How does the Settlement affect my rights if I stay in the Class? What are the Released Class Claims?

Unless you submit a valid and timely Request for Exclusion (see section 9 below), you will remain a part of the Settlement Class and be deemed a “Participating Settlement Class Member.” If the Settlement receives final approval from the Court, this means you will be subject to the terms of the Settlement, receive an Individual Settlement Amount, and also mean you can’t sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in this case. It also means all of the Court’s orders will apply to you and legally bind you. If you were employed during the PAGA Period, you may not opt out of the PAGA Settlement and you will be bound by the release of PAGA claims under the Settlement.

If you stay in the Settlement Class, you will be deemed to have released and discharged Defendants and any of its former and present or any of its current or past predecessors, successors, affiliates, subsidiaries, parent companies, employees, insurers, agents, consultants, legal representatives, and any other related entities, and each of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters, which could be liable for any of the Released Class Claims (collectively “Released Parties”).

The “Released Class Claims” means [insert from final settlement agreement].

Additionally, if you are a PAGA Member you agree to release Defendants for any and all claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations in the operative pleading in the Lawsuit and/or Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period (collectively, the “Released PAGA Claims”). Plaintiff and PAGA Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

9. What if I do not wish to participate in this Settlement?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by

Any Questions? Call [Claims Admin Toll Free Ph. #]

completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, <<Name.of.Claims.Admin>>, by XXXX.

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
[Physical Address]
[Email]
[Telephone Number]

Any request for exclusion: (1) must contain the name, address, telephone number, and the last four digits of the social security number of the Settlement Class Member requesting exclusion; (2) must contain a statement clearly expressing that the Settlement Class Member wants to be excluded from the Settlement; (3) must be signed by the Settlement Class Member; and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax number. If your Request for Exclusion is postmarked or faxed after XXXX, it will be rejected, and you will be a Participating Settlement Class Member and be bound by the Settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Settlement Class Member and will not receive any payment as part of this Settlement. Such persons will keep any rights to sue Medical Linen separately about the claims made in this lawsuit. Unless you timely request to be excluded from the Settlement, you will be bound by all terms of the Settlement, including receiving an Individual Settlement Amount and releasing the Released Class Claims against the Released Parties, and any Judgment entered by the Court if the Settlement receives final approval by the Court.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any Individual Settlement Amount under the Settlement. Class Counsel will not represent your interests if you request to be excluded.

If you were employed during the PAGA Period, you may not opt out of the PAGA Settlement and you will be bound by the Released PAGA Claims under the Settlement.

10. What if I have an objection?

A class member who has **not** asked to be excluded from the Settlement may object to the Settlement in writing (“Notice of Objection”) or in person. For the Notice of Objection to be valid, it must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and (4) if the Settlement Class Member intends to appear at the final approval hearing and postmarked on or before the Response Deadline.

Written objections and all supporting briefs or other materials must also be submitted to the Settlement Administrator no later than XXXX by mail or email to:

Settlement Administrator
c/o <<Name.of.Claims.Admin>>
[Physical Address]
[Email]

Any Questions? Call [Claims Admin Toll Free Ph. #]

[Telephone Number]

Any class member may appear to make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. The Final Approval and Fairness Hearing will be held in Dept. C-69 of the San Diego County Superior Court on _____, 2022, at **XX (a.m./p.m.)** (Pacific Time). It is anticipated that the hearing will be conducted via Zoom and in person will appearances will not be permitted.

Class Counsel:	Counsel for Ostendo Technologies, Inc.:
Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. Shannen T. Garrett, Esq. Kingsley & Kingsley, APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300	Guillermo A. Escobedo, Esq. Samantha S. McPherson, Esq. Bayan Salehi, Esq. Jackson Lewis P.C. 225 Broadway, Suite 2000 San Diego, CA 92101 Telephone: (619) 573-4900

Any Settlement Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

11. Do I need a lawyer?

The Court has decided KINGSLEY & KINGSLEY, APC are qualified to represent you and other Class Members simultaneously. This law firm is called “Class Counsel.” You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to object to the Settlement or if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. C-69 of the San Diego County Superior Court, on _____, 2022, at **XX (a.m./p.m.)** (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel’s request for attorneys’ fees and costs, Plaintiff’s Enhancement payment, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing, but if you choose to do so it is anticipated that the hearing will be conducted via Zoom and in person will appearances will not be permitted.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Settlement Administrator, **<<Name.of.Claims.Admin>>** (listed above), or Class Counsel (listed above).

Any Questions? Call **[Claims Admin Toll Free Ph. #]**

Please do not telephone the Court, the Office of the Clerk, or Defendants' counsel for information regarding this settlement.

EXHIBIT “B”

KINGSLEY & KINGSLEY, APC

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eric@kingsleykingsley.com

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kelsey@kingsleykingsley.com

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Tel: (310) 553-5533, Ext. 1001/Fax: (310) 553-5536

Attorneys for Plaintiff and the proposed class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF SAN DIEGO**SACHA ROBERTS, an individual, on behalf
of himself and others similarly situated

PLAINTIFF,

v.

OSTENDO TECHNOLOGIES, INC., a
corporation, HUSSEIN S. EL-GHOROURY,
an individual; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2020-000115752-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Katherine A. Bacal in Dept. C-69]**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: XX

Time: XX

Dept.: C-69

Complaint Filed: May 26, 2020

FAC Filed: May 29, 2020

Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action and PAGA
2 Settlement and Release of Claims (“Settlement Agreement”), a copy of which is attached as to the
3 Declaration of Kelsey M. Szamet In Support of Preliminary Approval of Class Action Settlement
4 (“Motion”) as Exhibit “1”, came before this Court on XX. The Court, having considered the papers
5 submitted in support of the motion of the parties and having heard argument regarding the Motion,
6 **HEREBY FINDS GOOD CAUSE APPEARING AND ORDERS THE FOLLOWING:**

7 1. This Order incorporates by reference the Settlement Agreement. The Court grants
8 preliminary approval of the Settlement Agreement and the Settlement Class based upon the terms
9 set forth in the Settlement Agreement filed herewith. The Settlement is fair, adequate, and
10 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm’s
11 length and informed negotiations and (b) the Agreement is sufficient to warrant notice of the
12 Settlement to persons in the Settlement Class and a full hearing on the final approval of the
13 Settlement.

14 2. For purposes of settlement only, the Court provisionally and conditionally certifies
15 the following class (“Class Member(s)”: all persons who are employed or have been employed
16 by Defendants in the State of California who worked one or more pay periods during the Class
17 Period.

18 3. For purposes of settlement only, the PAGA Members are defined as “All persons
19 who are employed or have been employed by Defendants in the State of California who worked
20 one or more pay periods during the PAGA Period.”

21 4. The “Class Period” is from March 25, 2019 – March 24, 2021.

22 5. The “PAGA Period” is from March 25, 2019 – March 24, 2021.

23 6. The Settlement falls within the range of reasonableness and appears to be
24 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
25 and final approval by this Court.

26 7. For purposes of settlement only, the Court conditionally finds that

27 A. The Settlement Class, which consists of approximately 118 persons, is so
28 numerous that joinder of all members is impracticable;

- 1 B. There appear to be questions of law or fact common to the Settlement
2 Class for purposes of determining whether this Settlement should be
3 approved;
- 4 C. Plaintiff's claims appear to be typical of the claims being resolved through
5 the proposed settlement;
- 6 D. Plaintiff appears to be capable of fairly and adequately protecting the
7 interests of the Settlement Class Members in connection with the proposed
8 settlement;
- 9 E. Common questions of law and fact appear to predominate over questions
10 affecting only individual persons in the Settlement Class. Accordingly,
11 the Settlement Class appears to be sufficiently cohesive to warrant
12 settlement by representation; and
- 13 F. Certification of the Settlement Class appears to be superior to other
14 available methods for the fair and efficient resolution of the claims of the
15 Settlement Class.

16 8. The Court approves, as to form and content, the Notice to Class Members in
17 substantially the form attached to the Settlement Agreement as Exhibit 1 (Notice of Class Action
18 Settlement).

19 9. The Court approves the procedure for Class Members to object to the Settlement as
20 set forth in the Notice of Class Action Settlement to Class Members.

21 10. The Court approves the procedure for Class Members to become Participating
22 Settlement Class Members as set forth in the Notice of Class Action Settlement to Class Members.

23 11. The Court directs the mailing of the Notice Packet to Class Members by first class
24 mail to the Class Members in accordance with the Implementation Schedule set forth below. The
25 Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the
26 Implementation Schedule, meet the requirements of due process and provide the best notice
27 practicable under the circumstances, shall constitute due and sufficient notice to all persons entitled
28 thereto, is sufficient to inform the Settlement Class Members of the terms of the Settlement and
their rights thereunder, including the right to object to the Settlement or any part thereof and the
procedure for doing so, their right to exclude themselves from the Settlement and the procedure
for doing so, their right to obtain a portion of the Settlement proceeds, and the date, time and
location of the Final Approval Hearing.

12. The Court appoints Kingsley & Kingsley, APC as Class Counsel.

13. The Court approves ILYM Group, Inc. as the Settlement Administrator.

14. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, *et seq.* (“PAGA”), statutory notice of this Settlement has been and will continue to be given to the Labor & Workforce Development Agency.

15. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	XXXX
b.	Deadline for Defendants to Provide Class Data to Settlement Administrator	60 calendar days from Preliminary Approval
c.	Mail Notice to Class Members	30 calendar days from Settlement Administrator’s receipt of Class Data
d.	Deadline for Class Members to Postmark a Request for Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and

proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. IT IS FURTHER ORDERED that, pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are hereby stayed.

17. The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing from time to time without further notice to members of the Settlement Class.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT “C”

KINGSLEY & KINGSLEY, APC

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Attorneys for Plaintiff and the proposed class members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SACHA ROBERTS, an individual, on behalf
of himself and others similarly situated

PLAINTIFF,

v.

OSTENDO TECHNOLOGIES, INC., a
corporation; HUSSEIN S. EL-GHOROURY,
an individual; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2020-000115752-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Katherine A. Bacal in Dept. C-69]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: XX

Time: XX

Dept.: C-69

Complaint Filed: May 26, 2020

FAC Filed: May 29, 2020

Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

The above captioned Action is a class action lawsuit brought by Plaintiff SACHA ROBERTS (“Plaintiff” or “Class Representative”) against Defendants OSTENDO TECHNOLOGIES, INC.; HUSSEIN S. EL-GHOROURY (“Defendants”). The Motion for Final Approval of Class Action Settlement came before this Court on XXXX.

WHEREAS, Honorable Judge Katherine A. Bacal granted preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement”), attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”, on XX.

WHEREAS, Plaintiff SACHA ROBERTS has applied to the Court for an order granting final approval of the Settlement.

WHEREAS, the Settlement sets forth the terms and conditions of the proposed Settlement and for entry of an order of final approval and entry of final judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M. Szamet, Sacha Roberts, and _____ of ILYM Group, Inc.; and the supporting documents annexed thereto, now finds:

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:

1. The Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement;

2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in compliance with California Code of Civil Procedure, the California and United States Constitutions (including the due process clauses), the California Rules of Court and any other applicable law, and in the best interest of each of the Parties and the Class members and is hereby finally approved in all respects.

3. The Parties are hereby directed to perform the terms of the Settlement as described in the Settlement according to its terms and provisions.

4. The Settlement is binding on Plaintiff and all other Settlement Class Members,

except those timely and properly filed Requests for Exclusions, as well as their heirs, executors, and administrators, successors, and assigns.

5. There are XX (XX) valid requests for exclusion.

6. There are XX (XX) valid objections.

7. It is ordered that the Settlement Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement: (i) there are questions of law and fact common to the Class Members which, as to the Settlement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiffs are typical of the Claims of the Class members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Settlement Class is hereby made final. The Settlement Class is defined as: "All persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the Class Period."

10. The PAGA Members are hereby made final. The PAGA Members are defined as "All persons who are employed or have been employed by Defendants in the State of California who worked one or more pay periods during the PAGA Period."

11. The "Class Period" is from March 25, 2019 – March 24, 2021.

12. The "PAGA Period" is from March 25, 2019 – March 24, 2021.

1 13. Pursuant to the Settlement, upon entry of this Final Order, Plaintiff and each
2 Settlement Class Member shall fully release and discharge the Released Parties from any and all
3 claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's
4 fees, damages, action or causes of action of whatever kind or nature, whether known or unknown,
5 contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts
6 alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime; (2) Failure to Pay
7 Timely Wages; (3) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code
8 § 226(a); (4) Waiting Time Penalties Pursuant to Labor Code § 203; (5) Violation of Business &
9 Professions Code § 17200; and, (6) Penalties Pursuant to Labor Code § 2698, *et seq.* based upon
10 the underlying Labor Code violations pled in the operative complaint.

11 14. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
12 the PAGA Members release Defendants and the Released Parties from any and all claims for civil
13 penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations
14 in the operative pleading in the Lawsuit and/or Plaintiff's March 25, 2020 PAGA notice to the
15 LWDA which occurred during the PAGA Period (collectively, the "Released PAGA Claims").
16 Plaintiff and PAGA Members will release Defendants and the Released Parties from all remedies
17 that could be claimed in connection with the Released PAGA Claims including but not limited to,
18 statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest,
19 attorneys' fees, litigation costs, restitution, and equitable relief.

20 15. The Settlement is not an admission by Defendants, nor is this Final Order a finding
21 of the validity of any allegations or of any wrongdoing by Defendants. Neither this Final Order,
22 the Settlement, nor any document referred to herein, nor any action taken to carry out the
23 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
24 wrongdoing on the part of Defendants.

25 16. Plaintiff and all Settlement Class Members who have not been timely and properly
26 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
27 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
28 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any

1 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
2 jurisdiction based on the Released Class Claims and/or Released PAGA Claims; and (ii)
3 organizing such non-excluded Class Members into a separate class for purposes of pursuing as a
4 purported class action (including by seeking to amend a pending complaint to include class
5 allegations, or by seeking class certification in a pending action) any lawsuit based on or relating
6 to the Released Class Claims and/or Released PAGA Claims;

7 17. The Settlement provides that the Gross Settlement Fund is Two-Hundred and
8 Twenty-Five Thousand dollars and zero cents (\$225,000.00). The Net Settlement Fund shall be
9 determined according to the terms of the Settlement.

10 18. The Court orders the calculations and the payments to be made and administered in
11 accordance with the terms of the Settlement.

12 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
13 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
14 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

15 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
16 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
17 of all the circumstances and is hereby granted. Of the Gross Settlement Fund, \$74,992.50 shall be
18 paid for attorney fees and \$8,000.00 shall be paid for litigation costs.

19 21. The unopposed application of Class Counsel for a Service Award is hereby granted.
20 Of the Gross Settlement Fund, a \$10,000.00 Service Award shall be allocated to named Plaintiff
21 SACHA ROBERTS.

22 22. The unopposed application of Class Counsel for claims administration fees to
23 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Fund, \$10,000.00 shall be paid for
24 settlement administration fees.

25 23. The Court approves the PAGA Penalties in the amount of \$15,000.00. The Court
26 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$11,250.00.
27 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$3,750.00
28 shall be allocated to the PAGA Members.

24. If a Settlement Class Member and/or PAGA Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to [_____].

25. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement.

26. The Parties, are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Settlement.

27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement.

28. This Final Order shall constitute a final judgment.

29. The Court hereby dismisses the action (including all individual claims and Released Class Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Settlement.

DATED: _____

4864-6453-6102, v. 7

JUDGE OF THE SUPERIOR COURT

EXHIBIT "2"

1 **LABOR AND WORKFORCE DEVELOPMENT AGENCY**

2 **CITATION NOS.: WA 542597, 548327, 548334**

3
4 **DECLARATION OF HUSSEIN S. EL-GHOROURY**

5 I, Dr. Hussein S. El-Ghoroury, declare that:

- 6 1. I am the Chief Executive Officer of Ostendo Technologies, Inc. ("Ostendo"), a company which
7 developed patented technology for use with wearable Augmented Reality display devices. In my
8 capacity, I have access to, and I am familiar with the financial aspects of Ostendo. If called as a
9 witness, I could and would competently testify to the facts contained herein. I make the
10 following declaration based on my personal knowledge, unless otherwise stated, and on my
11 review of and familiarity with the business of Ostendo, including various business documents.
- 12 2. In 2017 and 2018, Ostendo fell on hard times when Ostendo's major investor began to contribute
13 significantly less funding. By 2019, Ostendo's major investor no longer provided any funding to
14 Ostendo. As a result, and because Ostendo was not receiving any significant funding from other
15 sources, Ostendo was forced to reduce its employees' wages in order to make payroll, while
16 continuing to operate as a business. This started in October 2019. Unfortunately, when the lack
17 of funding continued, Ostendo was unable to make full payroll from approximately October 11,
18 2019 through January 17, 2020.

19 **The Citations**

- 20 3. In the Fall of 2019, the Department of Industrial Relations (through its agent, Deputy Labor
21 Commissioner, Lorraine Binkowski), began investigating Ostendo for the failure to pay wages.
22 At all relevant times, Ostendo remained in close communication, and fully cooperated with the
23 DIR. Ostendo was completely transparent, showed Ms. Binkowski its financial documents, and
24 explained its inability to pay employees due to lack of funding. During these meetings, Ms.
25 Binkowski commented on numerous occasions that she understood the dire financial situation,
26 and that her goal was to ensure that employees were paid. Ostendo also shared the same goal
27 and represented that as soon as funding came in, Ostendo would make immediate payments to its
28 employees.

- 1 4. Despite advising the DIR that Ostendo was working diligently to obtain funding and that
2 employees would be paid immediately upon receipt of said funds, the DIR issued three punitive
3 and crippling citations (hereinafter collectively referred to as "Citations") against Ostendo and
4 myself:
- 5 a. Citation No.: WA 542597, dated December 11, 2019, for penalties from October 12,
6 2019 through December 11, 2019 totaling \$1,124,969.71.
- 7 b. Citation No.: WA 548327, dated January 28, 2020, for penalties from December 12, 2019
8 through January 28, 2020 totaling \$1,455,000.00.
- 9 c. Citation No.: WA 548334, dated January 28, 2020, for penalties from December 12, 2019
10 through January 28, 2020 totaling \$567,299.00.
- 11 5. The collective amount due under the Citations is \$3,147,268.71.
- 12 6. Ostendo attempted to negotiate the Citation amounts. The DIR represented to me that the
13 Citations, including the underlying wages, would be offset by the total amount paid by Ostendo
14 to its employees for wages due.
- 15 **The PAGA Notice and Civil Action**
- 16 7. On March 25, 2020, Ostendo received a notice from former Ostendo employee Sacha Roberts's
17 attorneys, Kingsley and Kingsley, that they intended to bring a claim pursuant to the Private
18 Attorneys' General Act ("PAGA"). Therein, Mr. Roberts asserts he would bring claims under
19 the following Labor Code sections: 201 (failure to timely pay final wages); 202 (failure to timely
20 pay final wages); 203 (waiting time penalties for failure to pay final wages); 204 (failure to pay
21 within 7 days following close of payroll period); 210 (statutory penalty for failure to pay within 7
22 days); 226(a) (failure to provide accurate wage statements); 510 (failure to pay overtime); 558
23 (owed back wages); 1194 (failure to pay minimum wage); 1194.2 (liquidated damages for failure
24 to pay minimum wages); and 1199 (statutory penalty for failure to pay minimum wage).
- 25 8. On May 26, 2020, Mr. Roberts, through his counsel, filed a Class Action Complaint in San
26 Diego Superior Court, Case No.: 37-2020-0015752-CU-OE-CTL, (hereinafter "Civil Action").
27 Given the overlap between the Citations and Civil Action, counsel for Mr. Sacha was unable to
28 pursue all of the claims listed in the PAGA notice.

1 **Ostendo Repaid All Employees**

2 9. As of October 2, 2020, Ostendo completed payment of all late payrolls to all current and former
3 employees. A detailed explanation with supporting documentation follows:

- 4 a. The October 11, 2019 payroll date encompassed the following pay period/time frame:
5 September 21, 2019 through October 4, 2019. Ostendo paid minimum wages for this
6 payroll period to all employees on February 18, 2020. Ostendo paid the remaining
7 outstanding wages for this pay period on July 17, 2020. **Attached as "Exhibit A" is a**
8 **true and accurate copy of the July 17, 2020 Payroll Summary which shows the total**
9 **amount paid as \$231,838.70.**
- 10 b. The October 25, 2019 payroll date encompassed the following pay period: October 5,
11 2019 through October 18, 2019. Ostendo paid minimum wages for this payroll period to
12 all employees on February 18, 2020. Ostendo paid the remaining outstanding wages for
13 this pay period on July 31, 2020. **Attached as "Exhibit B" is a true and accurate copy**
14 **of the July 31, 2020 Payroll Summary which shows the total amount paid as**
15 **\$233,051.10.**
- 16 c. The November 8, 2019 payroll date encompassed the following pay period: October 19,
17 2019 to November 1, 2019. Ostendo paid minimum wages for this payroll period to all
18 its employees on February 18, 2020. Ostendo paid the remaining outstanding wages for
19 this pay period on August 14, 2020. **Attached as "Exhibit C" is a true and accurate**
20 **copy of the August 14, 2020 Payroll Summary which shows the total amount paid as**
21 **\$288,463.10.**
- 22 d. The November 22, 2019 payroll date encompassed the following pay period: November
23 2, 2019 to November 15, 2019. Ostendo paid minimum wages for this payroll period to
24 all its employees on February 18, 2020. Ostendo paid the remaining outstanding wages
25 for this pay period on August 28, 2020. **Attached as "Exhibit D" is a true and accurate**
26 **copy of the August 28, 2020 Payroll Summary which shows the total amount paid as**
27 **\$235,678.70.**
- 28 e. The December 6, 2019 payroll date encompassed the following pay period: November

1 16, 2019 to November 29, 2019. Ostendo paid minimum wages for this payroll period to
2 all its employees on February 18, 2020. Ostendo paid the remaining outstanding wages
3 for this pay period on September 4, 2020. **Attached as "Exhibit E" is a true and**
4 **accurate copy of the September 4, 2020 Payroll Summary which shows the total**
5 **amount paid as \$241,611.85.**

6 f. The December 20, 2019 payroll date encompassed the following pay period: November
7 30, 2019 to December 13, 2019. Ostendo paid minimum wages for this payroll period to
8 all its employees on February 18, 2020. Ostendo paid the remaining outstanding wages
9 for this pay period on September 11, 2020. **Attached as "Exhibit F" is a true and**
10 **accurate copy of the September 11, 2020 Payroll Summary which shows the total**
11 **amount paid as \$224,120.72.**

12 g. The January 3, 2020 payroll date encompassed the following pay period: December 14,
13 2019 to December 27, 2019. Ostendo paid minimum wages for this payroll period to all
14 its employees on January 17, 2020. Ostendo paid the remaining outstanding wages for
15 this pay period on September 18, 2020. **Attached as "Exhibit G" is a true and accurate**
16 **copy of the September 18, 2020 Payroll Summary which shows the total amount**
17 **paid as \$222,026.30.**

18 h. The January 17, 2020 payroll date encompassed the following pay period: December 28,
19 2019 to January 10, 2020. Ostendo paid minimum wages for this payroll period to all its
20 employees on January 17, 2020. Ostendo paid the remaining outstanding wages for this
21 pay period on September 25, 2020. **Attached as "Exhibit H" is a true and accurate**
22 **copy of the September 25, 2020 Payroll Summary which shows the total amount**
23 **paid as \$252,040.00.**

24 10. The total above wage amount paid was \$1,928,830.47.

25 11. Upon fulfilling Ostendo's wage payment obligations to its employees, I contacted Ms.

26 Binkowski to advise her that Ostendo had fully repaid the outstanding wages owed to its
27 employees and requested she reduce the Citation amounts. I did not receive any response to that
28 request.

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13. Given the complexity of issues between the Citations and Civil Action, Ostendo and Mr.

15. Prior to and throughout the mediation, Honorable Goldberg performed a highly in-depth review of Ostendo's financial records including a detailed audit of Ostendo's payroll, any actual revenue streams, expenses, funding and related financial issues.

16. Following mediation, Ostendo and counsel for Mr. Roberts were able to resolve the Civil Action.

17. As noted above, Ostendo has paid its employees all outstanding wages which total

18. Accordingly, Ostendo submits this declaration and supporting documentation in effort to jointly come to a resolution between the DIR and the Civil Action.


Dr. HUSSEIN S. EL-GHOROURY

EXHIBIT A

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
07/17/2020	E [REDACTED] H [REDACTED]	80.00	14,344.80	4,798.34	0.00	9,546.46	DD	208.00	14,552.80
07/17/2020	M [REDACTED] D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		160.00	\$17,824.80	\$5,890.12	\$0.00	\$11,934.68		\$474.22	\$18,299.02
Total Net Pays for 01 - Corporate: 2									
Department: 06 - LA Sales & Marketing									
07/17/2020	M [REDACTED] J [REDACTED]	80.00	6,684.80	1,970.17	250.00	4,464.63	DD	511.39	7,196.19
07/17/2020	M [REDACTED] B [REDACTED]	80.00	6,493.60	2,037.70	877.26	3,578.64	DD	495.72	6,989.32
Department Totals: 06 - LA Sales & Marketing		160.00	\$13,178.40	\$4,007.87	\$1,127.26	\$8,043.27		\$1,007.11	\$14,185.51
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
07/17/2020	C [REDACTED] L [REDACTED]	80.00	2,048.00	231.30	385.84	1,430.86	DD	155.84	2,203.84
07/17/2020	K [REDACTED] S [REDACTED]	80.00	4,380.00	665.18	1,081.29	2,633.53	50005	325.79	4,705.79
07/17/2020	R [REDACTED] R [REDACTED]	4.00	8.00	0.70	0.00	7.30	DD	1.17	9.17
07/17/2020	Z [REDACTED] M [REDACTED]	80.00	6,352.00	2,057.83	503.39	3,790.78	DD	476.56	6,828.56
Department Totals: 25 - Finance HR		244.00	\$12,788.00	\$2,955.01	\$1,970.52	\$7,862.47		\$959.36	\$13,747.36
Total Net Pays for 25 - Finance HR: 4									
Department: 26 - IT Comm									
07/17/2020	T [REDACTED] H [REDACTED]	80.00	4,370.40	783.31	1,105.50	2,481.59	DD	323.09	4,693.49
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$783.31	\$1,105.50	\$2,481.59		\$323.09	\$4,693.49
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
07/17/2020	E [REDACTED] C [REDACTED]	80.00	2,040.00	342.43	210.89	1,486.68	DD	253.19	2,293.19
07/17/2020	M [REDACTED] W [REDACTED]	80.00	2,528.00	427.44	217.99	1,882.57	DD	193.40	2,721.40
Department Totals: 27 - Facilities		160.00	\$4,568.00	\$769.87	\$428.88	\$3,369.25		\$446.59	\$5,014.59
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
07/17/2020	E [REDACTED] G [REDACTED]	62.00	592.10	240.70	0.00	351.40	DD	45.30	637.40
Department Totals: 30 - Administration		62.00	\$592.10	\$240.70	\$0.00	\$351.40		\$45.30	\$637.40
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
07/17/2020	C [REDACTED] C [REDACTED]	80.00	9,960.00	2,854.02	1,139.54	5,966.44	DD	752.22	10,712.22
07/17/2020	K [REDACTED] M [REDACTED]	80.00	5,640.00	1,364.00	184.91	4,091.09	DD	417.32	6,057.32
07/17/2020	Z [REDACTED] D [REDACTED]	80.00	3,200.00	325.25	1,131.33	1,743.42	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$4,543.27	\$2,455.78	\$11,800.95		\$1,400.78	\$20,200.78
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
07/17/2020	A [REDACTED] M [REDACTED]	80.00	5,116.00	956.94	1,071.38	3,087.68	DD	376.35	5,492.35
07/17/2020	K [REDACTED] M [REDACTED]	80.00	2,040.00	375.34	230.25	1,434.41	DD	153.99	2,193.99
07/17/2020	M [REDACTED] D [REDACTED]	80.00	1,068.00	155.54	31.05	881.41	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.82	\$1,332.68	\$5,403.50		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
07/17/2020	D [REDACTED] N [REDACTED]	50.00	2,595.00	378.08	418.75	1,798.17	DD	198.52	2,793.52
07/17/2020	L [REDACTED] L [REDACTED]	80.00	4,336.00	1,079.62	399.30	2,857.08	DD	328.57	4,664.57
07/17/2020	L [REDACTED] H [REDACTED]	40.00	1,460.00	82.42	1,255.43	122.15	DD	72.90	1,532.90
07/17/2020	P [REDACTED] M [REDACTED]	80.00	4,780.00	862.02	1,108.83	2,809.15	DD	337.72	5,117.72
Department Totals: 42 - ENG OPT DSN		250.00	\$13,171.00	\$2,402.14	\$3,182.31	\$7,586.55		\$937.71	\$14,108.71

Company: Ostendo Technologies Inc
Check date: 7/17/2020 - Payroll 2
Pay Period: 09/21/2019 to: 10/04/2019

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Run Number: 0007

Date Printed: 10/02/2020 08:22
25850993 - KF/S4R

CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
07/17/2020	C ■■■, Q ■■	80.00	3,496.00	740.53	31.20	2,724.27	DD	265.50	3,761.50
07/17/2020	M ■■■, M ■■■	16.00	1,008.00	70.86	226.28	710.86	DD	62.67	1,070.67
07/17/2020	R ■■■■■■■, M ■■■■■	80.00	1,728.00	326.46	34.14	1,367.40	DD	129.82	1,857.82
Department Totals: 43 - ENG Mechanical		176.00	\$6,232.00	\$1,137.85	\$291.62	\$4,802.53		\$457.99	\$6,689.99
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
07/17/2020	B ■■■, G ■■■	80.00	3,724.00	672.95	183.84	2,867.21	DD	270.82	3,994.82
07/17/2020	C ■■■, P ■■	80.00	2,040.00	251.64	355.79	1,432.57	DD	137.12	2,177.12
07/17/2020	G ■■■■■, B ■■■	80.00	4,600.00	713.63	387.68	3,498.69	DD	322.24	4,922.24
07/17/2020	G ■■■■■■■, N ■■	80.00	3,348.00	859.31	273.56	2,215.13	DD	250.50	3,598.50
07/17/2020	L ■■, C ■■	80.00	2,752.00	437.57	380.83	1,933.60	DD	198.09	2,950.09
07/17/2020	L ■■■, L ■■	80.00	2,748.00	383.12	929.47	1,435.41	DD	201.54	2,949.54
07/17/2020	L ■■■■■, H ■■	80.00	984.00	100.54	146.26	737.20	DD	134.92	1,118.92
07/17/2020	L ■■, Y ■■	80.00	4,808.00	861.94	1,144.69	2,801.37	DD	358.54	5,166.54
07/17/2020	M ■■■■■■■■■, J ■■■	80.00	1,040.00	148.52	35.07	856.41	DD	77.18	1,117.18
07/17/2020	N ■■■■■, D ■■	80.00	2,617.60	472.64	378.89	1,766.07	DD	199.95	2,817.55
07/17/2020	P ■■, J ■■■■■■■	80.00	1,456.00	362.13	235.07	858.80	DD	109.01	1,565.01
07/17/2020	P ■■■, S ■■	80.00	1,816.00	231.32	576.96	1,007.72	DD	137.74	1,953.74
07/17/2020	P ■■■■■, S ■■■	80.00	1,848.00	238.31	350.00	1,259.69	DD	141.38	1,989.38
07/17/2020	T ■■, W ■■	32.00	2,120.00	211.19	881.95	1,026.86	DD	161.65	2,281.65
07/17/2020	T ■■, A ■■	80.00	2,212.00	286.13	0.00	1,925.87	DD	169.21	2,381.21
07/17/2020	T ■■, T ■■	80.00	1,920.00	271.26	462.68	1,186.06	DD	125.10	2,045.10
07/17/2020	W ■■, D ■■	80.00	3,880.00	765.91	543.48	2,570.61	50006	293.09	4,173.09
07/17/2020	Y ■■■■■, K ■■■■■	80.00	4,634.40	700.26	1,134.12	2,800.02	DD	323.66	4,958.06
07/17/2020	Z ■■■, F ■■■	64.00	2,464.00	294.11	661.73	1,508.16	DD	177.26	2,641.26
07/17/2020	Z ■■■, G ■■■	80.00	4,180.00	705.36	711.35	2,763.29	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,536.00	\$55,192.00	\$8,967.84	\$9,773.42	\$36,450.74		\$4,100.26	\$59,292.26
Total Net Pays for 45 - ENG Semi Cond: 20									
Department: 46 - ASICS Design									
07/17/2020	A ■■■■■, J ■■■	80.00	5,936.00	1,753.37	872.98	3,309.65	DD	449.12	6,385.12
07/17/2020	B ■■■■■, V ■■■	80.00	4,736.00	940.69	119.49	3,675.82	DD	353.16	5,089.16
07/17/2020	F ■■■, J ■■■■■	80.00	6,188.00	655.82	249.78	5,282.40	50007	456.19	6,644.19
07/17/2020	K ■■■■■■■, S ■■■	80.00	2,248.00	319.11	165.68	1,763.21	DD	159.54	2,407.54
07/17/2020	M ■■■■■, D ■■	80.00	1,912.00	304.93	113.51	1,493.56	DD	137.59	2,049.59
07/17/2020	M ■■■■■, R ■■	80.00	4,680.00	910.97	1,943.05	1,825.98	DD	355.64	5,035.64
07/17/2020	N ■■■■■, M ■■■■■	80.00	4,268.00	1,236.94	46.67	2,984.39	DD	324.13	4,592.13
07/17/2020	X ■■, F ■■■	76.00	76.00	6.58	0.00	69.42	DD	5.81	81.81
07/17/2020	Y ■■, M ■■■	80.00	5,428.00	1,192.06	446.38	3,789.56	DD	400.22	5,828.22
Department Totals: 46 - ASICS Design		716.00	\$35,472.00	\$7,320.47	\$3,957.54	\$24,193.99		\$2,641.40	\$38,113.40
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
07/17/2020	C ■■■, C ■■■	80.00	2,788.00	755.35	27.16	2,005.49	DD	234.59	3,022.59
07/17/2020	E ■■■■■, A ■■■	80.00	1,432.00	306.18	256.05	869.77	DD	107.17	1,539.17
07/17/2020	N ■■■■■, L ■■	80.00	3,128.00	534.48	197.75	2,395.77	DD	424.87	3,552.87
Department Totals: 47 - Semi Conductor Equipment & Maintenance		240.00	\$7,348.00	\$1,596.01	\$480.96	\$5,271.03		\$766.63	\$8,114.63
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 3									

Company: Ostendo Technologies Inc
Check date: 7/17/2020 - Payroll 2
Pay Period: 09/21/2019 to: 10/04/2019

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Run Number: 0007

Date Printed: 10/02/2020 08:22
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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department: 48 - Eng Test And Support									
07/17/2020	D [REDACTED], C [REDACTED]	80.00	6,032.00	1,194.26	1,207.76	3,629.98	DD	443.48	6,475.48
07/17/2020	J [REDACTED], V [REDACTED]	80.00	2,647.20	620.64	289.81	1,736.75	50008	198.04	2,845.24
07/17/2020	L [REDACTED], H [REDACTED]	80.00	3,416.00	581.05	121.29	2,713.66	DD	252.04	3,668.04
07/17/2020	P [REDACTED], J [REDACTED]	80.00	1,935.60	337.73	86.21	1,511.66	DD	143.30	2,078.90
07/17/2020	Y [REDACTED], S [REDACTED]	80.00	3,460.00	338.41	1,306.76	1,814.83	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		400.00	\$17,490.80	\$3,072.09	\$3,011.83	\$11,406.88		\$1,283.83	\$18,774.63
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
07/17/2020	H [REDACTED], J [REDACTED]	48.00	3,484.80	684.11	221.29	2,579.40	DD	249.66	3,734.46
Department Totals: 81 - NTL Semi Conductor Manufacturing		48.00	\$3,484.80	\$684.11	\$221.29	\$2,579.40		\$249.66	\$3,734.46
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
07/17/2020	C [REDACTED], C [REDACTED]	80.00	2,085.60	207.58	1,127.16	750.86	DD	149.82	2,235.42
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$207.58	\$1,127.16	\$750.86		\$149.82	\$2,235.42
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
07/17/2020	H [REDACTED], H [REDACTED]	80.00	2,840.00	173.06	252.93	2,414.01	DD	0.00	2,840.00
07/17/2020	S [REDACTED], C [REDACTED]	80.00	1,128.00	124.54	256.55	746.91	DD	85.77	1,213.77
07/17/2020	T [REDACTED], C [REDACTED]	80.00	1,212.80	206.14	4.62	1,002.04	DD	92.78	1,305.58
07/17/2020	V [REDACTED], D [REDACTED]	32.00	496.00	40.56	31.18	424.26	DD	35.87	531.87
07/17/2020	Y [REDACTED], Y [REDACTED]	64.00	3,632.00	782.59	6.95	2,842.46	DD	277.31	3,909.31
07/17/2020	Y [REDACTED], F [REDACTED]	80.00	1,708.00	228.68	32.33	1,446.99	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		416.00	\$11,016.80	\$1,555.57	\$584.56	\$8,876.67		\$619.92	\$11,636.72
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		5,208.00	\$231,838.70	\$47,621.63	\$31,051.31	\$153,165.76		\$16,473.34	\$248,312.04
Total Net Pays for Biweekly frequency: 70									
Company Totals:		5,208.00	\$231,838.70	\$47,621.63	\$31,051.31	\$153,165.76		\$16,473.34	\$248,312.04
Total Net Pays for Company: 70									

Company: Ostendo Technologies Inc
Check date: 7/17/2020 - Payroll 2
Pay Period: 09/21/2019 to: 10/04/2019

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Run Number: 0007

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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

EXHIBIT B

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
07/31/2020	E [REDACTED] H [REDACTED]	80.00	14,344.80	4,798.34	0.00	9,546.46	DD	208.00	14,552.80
07/31/2020	M [REDACTED], D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		160.00	\$17,824.80	\$5,890.12	\$0.00	\$11,934.68		\$474.22	\$18,299.02
Total Net Pays for 01 - Corporate: 2									
Department: 06 - LA Sales & Marketing									
07/31/2020	M [REDACTED], J [REDACTED]	80.00	6,684.80	1,970.17	250.00	4,464.63	DD	511.39	7,196.19
07/31/2020	M [REDACTED], B [REDACTED]	80.00	6,493.60	2,037.70	877.26	3,578.64	DD	495.72	6,989.32
Department Totals: 06 - LA Sales & Marketing		160.00	\$13,178.40	\$4,007.87	\$1,127.26	\$8,043.27		\$1,007.11	\$14,185.51
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
07/31/2020	C [REDACTED], L [REDACTED]	80.00	2,048.00	231.29	385.84	1,430.87	DD	155.84	2,203.84
07/31/2020	K [REDACTED], S [REDACTED]	80.00	4,380.00	665.17	1,081.29	2,633.54	DD	325.79	4,705.79
07/31/2020	R [REDACTED], R [REDACTED]	4.00	8.00	0.69	0.00	7.31	DD	1.17	9.17
07/31/2020	Z [REDACTED], M [REDACTED]	80.00	6,352.00	2,057.83	503.39	3,790.78	DD	476.56	6,828.56
Department Totals: 25 - Finance HR		244.00	\$12,788.00	\$2,954.98	\$1,970.52	\$7,862.50		\$959.36	\$13,747.36
Total Net Pays for 25 - Finance HR: 4									
Department: 26 - IT Comm									
07/31/2020	T [REDACTED], H [REDACTED]	80.00	4,370.40	783.32	1,495.52	2,091.56	DD	323.09	4,693.49
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$783.32	\$1,495.52	\$2,091.56		\$323.09	\$4,693.49
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
07/31/2020	E [REDACTED], C [REDACTED]	80.00	2,040.00	342.45	210.89	1,486.66	DD	141.40	2,181.40
07/31/2020	M [REDACTED], W [REDACTED]	80.00	2,528.00	427.42	217.99	1,882.59	DD	193.40	2,721.40
Department Totals: 27 - Facilities		160.00	\$4,568.00	\$769.87	\$428.88	\$3,369.25		\$334.80	\$4,902.80
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
07/31/2020	E [REDACTED], G [REDACTED]	60.00	573.00	232.92	0.00	340.08	DD	43.84	616.84
Department Totals: 30 - Administration		60.00	\$573.00	\$232.92	\$0.00	\$340.08		\$43.84	\$616.84
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
07/31/2020	C [REDACTED], C [REDACTED]	80.00	9,960.00	2,792.56	1,139.54	6,027.90	DD	752.22	10,712.22
07/31/2020	K [REDACTED], M [REDACTED]	80.00	5,640.00	1,364.00	184.91	4,091.09	DD	417.32	6,057.32
07/31/2020	Z [REDACTED], D [REDACTED]	80.00	3,200.00	325.22	1,131.33	1,743.45	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$4,481.78	\$2,455.78	\$11,862.44		\$1,400.78	\$20,200.78
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
07/31/2020	A [REDACTED], M [REDACTED]	80.00	5,116.00	956.95	1,071.38	3,087.67	DD	376.35	5,492.35
07/31/2020	K [REDACTED], M [REDACTED]	80.00	2,040.00	375.34	230.25	1,434.41	DD	153.99	2,193.99
07/31/2020	M [REDACTED], D [REDACTED]	80.00	1,068.00	155.53	31.05	881.42	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.82	\$1,332.68	\$5,403.50		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
07/31/2020	D [REDACTED], N [REDACTED]	50.00	2,595.00	378.09	418.75	1,798.16	DD	198.52	2,793.52
07/31/2020	L [REDACTED], L [REDACTED]	80.00	4,336.00	1,079.61	399.30	2,857.09	DD	328.57	4,664.57
07/31/2020	P [REDACTED], M [REDACTED]	80.00	4,780.00	862.00	1,521.92	2,396.08	DD	337.72	5,117.72
Department Totals: 42 - ENG OPT DSN		210.00	\$11,711.00	\$2,319.70	\$2,339.97	\$7,051.33		\$864.81	\$12,575.81
Total Net Pays for 42 - ENG OPT DSN: 3									

Company: Ostendo Technologies Inc
Check date: 7/31/2020 - Payroll 2
Pay Period: 10/05/2019 to: 10/18/2019

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Run Number: 0009

Date Printed: 10/02/2020 08:24
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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department: 43 - ENG Mechanical									
07/31/2020	C ■■■, Q ■■	80.00	3,496.00	740.52	31.20	2,724.28	DD	265.50	3,761.50
07/31/2020	M ■■■, M ■■■	58.00	3,654.00	431.80	226.28	2,995.92	DD	265.09	3,919.09
07/31/2020	R ■■■■■■■■■■, M ■■■■■■■■	80.00	1,728.00	326.47	34.14	1,367.39	DD	129.82	1,857.82
Department Totals: 43 - ENG Mechanical		218.00	\$8,878.00	\$1,498.79	\$291.62	\$7,087.59		\$660.41	\$9,538.41
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
07/31/2020	B ■■■■■, G ■■■■	80.00	3,724.00	672.94	183.84	2,867.22	DD	270.82	3,994.82
07/31/2020	C ■■, P ■■	80.00	2,040.00	243.15	355.79	1,441.06	DD	134.28	2,174.28
07/31/2020	G ■■■■■, B ■■■■	80.00	4,600.00	713.63	387.68	3,498.69	DD	322.24	4,922.24
07/31/2020	G ■■■■■■■■■■, N ■■■■	80.00	3,348.00	872.14	273.56	2,202.30	DD	252.89	3,600.89
07/31/2020	L ■■, C ■■	80.00	2,752.00	437.58	380.83	1,933.59	DD	198.09	2,950.09
07/31/2020	L ■■■■■, L ■■■■	80.00	2,748.00	383.14	929.47	1,435.39	DD	201.54	2,949.54
07/31/2020	L ■■■■■, H ■■■■	80.00	984.00	100.52	381.84	501.64	DD	133.87	1,117.87
07/31/2020	L ■■, Y ■■	80.00	4,808.00	861.93	1,144.69	2,801.38	DD	358.54	5,166.54
07/31/2020	M ■■■■■■■■■■, J ■■■■	80.00	1,040.00	148.53	35.07	856.40	DD	77.18	1,117.18
07/31/2020	N ■■■■■■■■■■, D ■■■■	80.00	2,617.60	472.64	378.89	1,766.07	DD	199.95	2,817.55
07/31/2020	P ■■, J ■■■■■	80.00	1,456.00	362.12	235.07	858.81	DD	109.01	1,565.01
07/31/2020	P ■■■■■, S ■■■■	80.00	1,816.00	231.32	1,003.16	581.52	DD	137.74	1,953.74
07/31/2020	P ■■■■■, S ■■■■	80.00	1,848.00	238.29	350.00	1,259.71	DD	141.38	1,989.38
07/31/2020	T ■■, W ■■■■	32.00	2,120.00	211.19	881.95	1,026.86	DD	161.65	2,281.65
07/31/2020	T ■■, A ■■	80.00	2,212.00	286.11	0.00	1,925.89	DD	169.21	2,381.21
07/31/2020	T ■■, T ■■	80.00	1,920.00	271.26	857.96	790.78	DD	125.10	2,045.10
07/31/2020	W ■■, D ■■■■	80.00	3,880.00	765.90	543.48	2,570.62	DD	293.09	4,173.09
07/31/2020	Y ■■■■■, K ■■■■	80.00	4,634.40	700.26	1,134.12	2,800.02	DD	323.66	4,958.06
07/31/2020	Z ■■■, F ■■■■	77.00	2,964.50	415.49	661.73	1,887.28	DD	215.55	3,180.05
07/31/2020	Z ■■■, G ■■■■	80.00	4,180.00	705.35	711.35	2,763.30	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,549.00	\$55,692.50	\$9,093.49	\$10,830.48	\$35,768.53		\$4,137.05	\$59,829.55
Total Net Pays for 45 - ENG Semi Cond: 20									
Department: 46 - ASICS Design									
07/31/2020	A ■■■■■, J ■■■■	80.00	5,936.00	1,753.37	872.98	3,309.65	DD	449.12	6,385.12
07/31/2020	B ■■■■■, V ■■■■	80.00	4,736.00	940.68	119.49	3,675.83	DD	353.16	5,089.16
07/31/2020	F ■■■■■, J ■■■■	80.00	6,188.00	655.81	249.78	5,282.41	DD	456.19	6,644.19
07/31/2020	K ■■■■■■■■■■, S ■■■■	80.00	2,248.00	319.10	165.68	1,763.22	DD	159.54	2,407.54
07/31/2020	M ■■■■■, D ■■■■	80.00	1,912.00	304.94	113.51	1,493.55	DD	137.59	2,049.59
07/31/2020	M ■■■■■, R ■■	80.00	4,680.00	910.98	1,943.05	1,825.97	DD	355.64	5,035.64
07/31/2020	N ■■■■■■■■■■, M ■■■■	80.00	4,268.00	1,236.95	46.67	2,984.38	DD	324.13	4,592.13
07/31/2020	X ■■, F ■■■■	75.00	75.00	6.48	0.00	68.52	DD	5.74	80.74
07/31/2020	Y ■■, M ■■■■	80.00	5,428.00	1,192.07	446.38	3,789.55	DD	400.22	5,828.22
Department Totals: 46 - ASICS Design		715.00	\$35,471.00	\$7,320.38	\$3,957.54	\$24,193.08		\$2,641.33	\$38,112.33
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
07/31/2020	C ■■■, C ■■■■	80.00	2,788.00	755.37	27.16	2,005.47	DD	211.20	2,999.20
07/31/2020	E ■■■■■, A ■■■■	80.00	1,432.00	306.19	256.05	869.76	DD	107.17	1,539.17
07/31/2020	N ■■■■■, L ■■	80.00	3,128.00	534.49	197.75	2,395.76	DD	253.47	3,381.47
Department Totals: 47 - Semi Conductor Equipment & Maintenance		240.00	\$7,348.00	\$1,596.05	\$480.96	\$5,270.99		\$571.84	\$7,919.84
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 3									
Department: 48 - Eng Test And Support									

Company: Ostendo Technologies Inc
Check date: 7/31/2020 - Payroll 2
Pay Period: 10/05/2019 to: 10/18/2019

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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
07/31/2020	D. C.	80.00	6,032.00	1,194.26	1,207.76	3,629.98	DD	443.48	6,475.48
07/31/2020	I. V.	80.00	2,647.20	620.62	289.81	1,736.77	DD	198.04	2,845.24
07/31/2020	L. H.	80.00	3,416.00	581.04	121.29	2,713.67	DD	252.04	3,668.04
07/31/2020	P. J.	80.00	1,935.60	337.72	86.21	1,511.67	DD	143.30	2,078.90
07/31/2020	Y. S.	80.00	3,460.00	338.43	1,306.76	1,814.81	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		400.00	\$17,490.80	\$3,072.07	\$3,011.83	\$11,406.90		\$1,283.83	\$18,774.63
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
07/31/2020	H. J.	48.00	3,484.80	684.09	221.29	2,579.42	DD	249.66	3,734.46
Department Totals: 81 - NTL Semi Conductor Manufacturing		48.00	\$3,484.80	\$684.09	\$221.29	\$2,579.42		\$249.66	\$3,734.46
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
07/31/2020	C. C.	80.00	2,085.60	207.57	1,127.16	750.87	DD	149.82	2,235.42
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$207.57	\$1,127.16	\$750.87		\$149.82	\$2,235.42
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
07/31/2020	H. H.	80.00	2,840.00	173.06	252.93	2,414.01	DD	0.00	2,840.00
07/31/2020	S. C.	80.00	1,128.00	124.52	256.55	746.93	DD	85.77	1,213.77
07/31/2020	T. C.	80.00	1,212.80	206.13	4.62	1,002.05	DD	92.78	1,305.58
07/31/2020	V. D.	32.00	496.00	40.56	31.18	424.26	DD	35.87	531.87
07/31/2020	Y. Y.	56.00	3,178.00	658.90	6.95	2,512.15	DD	242.59	3,420.59
07/31/2020	Y. F.	80.00	1,708.00	220.76	63.73	1,423.51	DD	125.78	1,833.78
Department Totals: B140 - Epi Lab Eng		408.00	\$10,562.80	\$1,423.93	\$615.96	\$8,522.91		\$582.79	\$11,145.59
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		5,212.00	\$233,051.10	\$47,824.75	\$31,687.45	\$153,538.90		\$16,294.41	\$249,345.51
Total Net Pays for Biweekly frequency: 69									
Company Totals:		5,212.00	\$233,051.10	\$47,824.75	\$31,687.45	\$153,538.90		\$16,294.41	\$249,345.51
Total Net Pays for Company: 69									

Company: Ostendo Technologies Inc
Check date: 7/31/2020 - Payroll 2
Pay Period: 10/05/2019 to: 10/18/2019

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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

EXHIBIT C

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
08/14/2020	E [REDACTED], H [REDACTED]	80.00	14,344.80	4,882.59	0.00	9,462.21	DD	208.00	14,552.80
08/14/2020	M [REDACTED], D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		160.00	\$17,824.80	\$5,974.37	\$0.00	\$11,850.43		\$474.22	\$18,299.02
Total Net Pays for 01 - Corporate: 2									
Department: 06 - LA Sales & Marketing									
08/14/2020	M [REDACTED], J [REDACTED]	80.00	6,684.80	1,970.18	250.00	4,464.62	DD	511.39	7,196.19
08/14/2020	M [REDACTED], B [REDACTED]	80.00	6,493.60	2,037.70	877.26	3,578.64	DD	495.72	6,989.32
Department Totals: 06 - LA Sales & Marketing		160.00	\$13,178.40	\$4,007.88	\$1,127.26	\$8,043.26		\$1,007.11	\$14,185.51
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
08/14/2020	C [REDACTED], L [REDACTED]	80.00	2,048.00	276.97	385.84	1,385.19	DD	155.84	2,203.84
08/14/2020	K [REDACTED], S [REDACTED]	80.00	4,380.00	665.18	1,081.29	2,633.53	DD	325.79	4,705.79
08/14/2020	R [REDACTED], R [REDACTED]	4.00	8.00	0.69	0.00	7.31	DD	1.17	9.17
08/14/2020	Z [REDACTED], M [REDACTED]	80.00	6,352.00	2,057.84	503.39	3,790.77	DD	476.56	6,828.56
Department Totals: 25 - Finance HR		244.00	\$12,788.00	\$3,000.68	\$1,970.52	\$7,816.80		\$959.36	\$13,747.36
Total Net Pays for 25 - Finance HR: 4									
Department: 26 - IT Comm									
08/14/2020	T [REDACTED], H [REDACTED]	80.00	4,370.40	783.32	1,495.52	2,091.56	DD	323.09	4,693.49
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$783.32	\$1,495.52	\$2,091.56		\$323.09	\$4,693.49
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
08/14/2020	E [REDACTED], C [REDACTED]	80.00	2,040.00	342.43	210.89	1,486.68	DD	141.40	2,181.40
08/14/2020	M [REDACTED], W [REDACTED]	80.00	2,528.00	427.44	217.99	1,882.57	DD	193.40	2,721.40
Department Totals: 27 - Facilities		160.00	\$4,568.00	\$769.87	\$428.88	\$3,369.25		\$334.80	\$4,902.80
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
08/14/2020	E [REDACTED], G [REDACTED]	56.00	534.80	217.41	0.00	317.39	DD	40.91	575.71
Department Totals: 30 - Administration		56.00	\$534.80	\$217.41	\$0.00	\$317.39		\$40.91	\$575.71
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
08/14/2020	C [REDACTED], C [REDACTED]	80.00	9,960.00	2,682.11	1,139.54	6,138.35	DD	678.63	10,638.63
08/14/2020	K [REDACTED], M [REDACTED]	80.00	5,640.00	1,364.01	184.91	4,091.08	DD	417.32	6,057.32
08/14/2020	Z [REDACTED], D [REDACTED]	80.00	3,200.00	325.24	1,131.33	1,743.43	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$4,371.36	\$2,455.78	\$11,972.86		\$1,327.19	\$20,127.19
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
08/14/2020	A [REDACTED], M [REDACTED]	80.00	5,116.00	956.94	1,071.38	3,087.68	DD	376.35	5,492.35
08/14/2020	K [REDACTED], M [REDACTED]	80.00	2,040.00	375.34	230.25	1,434.41	DD	153.99	2,193.99
08/14/2020	M [REDACTED], D [REDACTED]	80.00	1,068.00	155.54	31.05	881.41	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.82	\$1,332.68	\$5,403.50		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
08/14/2020	D [REDACTED], N [REDACTED]	50.00	2,595.00	378.09	418.75	1,798.16	DD	198.52	2,793.52
08/14/2020	L [REDACTED], L [REDACTED]	80.00	4,336.00	1,079.61	399.30	2,857.09	DD	328.57	4,664.57
08/14/2020	L [REDACTED], H [REDACTED], C [REDACTED]	80.00	2,920.00	311.00	1,255.43	1,353.57	DD	184.59	3,104.59
08/14/2020	P [REDACTED], M [REDACTED]	49.00	2,927.75	376.56	1,521.92	1,029.27	DD	196.02	3,123.77
Department Totals: 42 - ENG OPT DSN		259.00	\$12,778.75	\$2,145.26	\$3,595.40	\$7,038.09		\$907.70	\$13,686.45

Company: Ostendo Technologies Inc
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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
08/14/2020	C ■■■, Q ■■■	80.00	3,496.00	740.54	31.20	2,724.26	DD	265.50	3,761.50
08/14/2020	M ■■■, M ■■■	28.00	1,764.00	136.26	226.28	1,401.46	DD	120.50	1,884.50
08/14/2020	R ■■■■■■■■■■, M ■■■■■■■■■■	80.00	1,728.00	326.47	34.14	1,367.39	DD	129.82	1,857.82
Department Totals: 43 - ENG Mechanical		188.00	\$6,988.00	\$1,203.27	\$291.62	\$5,493.11		\$515.82	\$7,503.82
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
08/14/2020	B ■■■■■■■■■■, G ■■■■■■■■■■	80.00	3,724.00	672.94	183.84	2,867.22	DD	270.82	3,994.82
08/14/2020	C ■■■, P ■■■	80.00	2,040.00	243.14	355.79	1,441.07	DD	134.28	2,174.28
08/14/2020	G ■■■■■■■■■■, B ■■■■■■■■■■	80.00	4,600.00	713.62	387.68	3,498.70	DD	322.24	4,922.24
08/14/2020	G ■■■■■■■■■■, N ■■■■■■■■■■	80.00	3,348.00	859.31	273.56	2,215.13	DD	250.50	3,598.50
08/14/2020	L ■■■, C ■■■	80.00	2,752.00	437.55	380.83	1,933.62	DD	198.09	2,950.09
08/14/2020	L ■■■■■■■■■■, L ■■■■■■■■■■	80.00	2,748.00	383.13	929.47	1,435.40	DD	201.54	2,949.54
08/14/2020	L ■■■■■■■■■■, H ■■■■■■■■■■	80.00	984.00	100.54	146.26	737.20	DD	71.43	1,055.43
08/14/2020	L ■■■, Y ■■■	40.00	2,404.00	197.46	1,144.69	1,061.85	DD	174.63	2,578.63
08/14/2020	M ■■■■■■■■■■, J ■■■■■■■■■■	80.00	1,040.00	148.52	35.07	856.41	DD	77.18	1,117.18
08/14/2020	N ■■■■■■■■■■, D ■■■■■■■■■■	80.00	2,617.60	472.64	378.89	1,766.07	DD	199.95	2,817.55
08/14/2020	P ■■■, J ■■■■■■■■■■	80.00	1,456.00	362.11	235.07	858.82	DD	109.01	1,565.01
08/14/2020	P ■■■■■■■■■■, S ■■■■■■■■■■	80.00	1,816.00	231.30	576.96	1,007.74	DD	137.74	1,953.74
08/14/2020	P ■■■■■■■■■■, S ■■■■■■■■■■	80.00	1,848.00	238.31	350.00	1,259.69	DD	141.38	1,989.38
08/14/2020	T ■■■, W ■■■■■■■■■■	48.00	3,180.00	448.06	881.95	1,849.99	DD	242.74	3,422.74
08/14/2020	T ■■■, A ■■■	80.00	2,212.00	243.70	203.24	1,765.06	DD	155.16	2,367.16
08/14/2020	T ■■■, T ■■■	80.00	1,920.00	271.26	857.96	790.78	DD	125.10	2,045.10
08/14/2020	W ■■■■■■■■■■, D ■■■■■■■■■■	80.00	3,880.00	765.94	543.40	2,570.66	DD	293.09	4,173.09
08/14/2020	Y ■■■■■■■■■■, K ■■■■■■■■■■	80.00	4,634.40	700.23	1,134.12	2,800.05	DD	323.66	4,958.06
08/14/2020	Z ■■■■■■■■■■, F ■■■■■■■■■■	80.00	3,080.00	444.70	661.73	1,973.57	DD	224.38	3,304.38
08/14/2020	Z ■■■■■■■■■■, G ■■■■■■■■■■	80.00	4,180.00	705.36	711.35	2,763.29	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,528.00	\$54,464.00	\$8,639.82	\$10,371.86	\$35,452.32		\$3,964.18	\$58,428.18
Total Net Pays for 45 - ENG Semi Cond: 20									
Department: 46 - ASICS Design									
08/14/2020	A ■■■■■■■■■■, J ■■■■■■■■■■	80.00	5,936.00	1,753.38	872.98	3,309.64	DD	449.12	6,385.12
08/14/2020	B ■■■■■■■■■■, V ■■■■■■■■■■	80.00	4,736.00	940.69	119.49	3,675.82	DD	353.16	5,089.16
08/14/2020	F ■■■■■■■■■■, J ■■■■■■■■■■	80.00	6,188.00	655.83	249.78	5,282.39	DD	456.19	6,644.19
08/14/2020	K ■■■■■■■■■■, S ■■■■■■■■■■	80.00	2,248.00	319.10	165.68	1,763.22	DD	159.54	2,407.54
08/14/2020	M ■■■■■■■■■■, D ■■■■■■■■■■	80.00	1,912.00	304.92	113.51	1,493.57	DD	137.59	2,049.59
08/14/2020	M ■■■■■■■■■■, R ■■■■■■■■■■	80.00	4,680.00	910.97	1,943.05	1,825.98	DD	355.64	5,035.64
08/14/2020	N ■■■■■■■■■■, M ■■■■■■■■■■	80.00	4,268.00	1,236.95	46.67	2,984.38	DD	324.13	4,592.13
08/14/2020	X ■■■, F ■■■■■■■■■■	76.00	76.00	6.59	0.00	69.41	DD	5.81	81.81
08/14/2020	Y ■■■, M ■■■■■■■■■■	80.00	5,428.00	1,192.08	446.38	3,789.54	DD	400.22	5,828.22
Department Totals: 46 - ASICS Design		716.00	\$35,472.00	\$7,320.51	\$3,957.54	\$24,193.95		\$2,641.40	\$38,113.40
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
08/14/2020	C ■■■■■■■■■■, C ■■■■■■■■■■	80.00	2,788.00	755.35	27.16	2,005.49	DD	211.20	2,999.20
08/14/2020	E ■■■■■■■■■■, A ■■■■■■■■■■	80.00	1,432.00	306.17	256.05	869.78	DD	107.17	1,539.17
08/14/2020	N ■■■■■■■■■■, L ■■■■■■■■■■	80.00	3,128.00	534.48	197.75	2,395.77	DD	224.93	3,352.93
Department Totals: 47 - Semi Conductor Equipment & Maintenance		240.00	\$7,348.00	\$1,596.00	\$480.96	\$5,271.04		\$543.30	\$7,891.30
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 3									

Company: Ostendo Technologies Inc
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Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department: 48 - Eng Test And Support									
08/14/2020	D [REDACTED], C [REDACTED]	80.00	6,032.00	1,244.75	1,084.28	3,702.97	DD	452.93	6,484.93
08/14/2020	I [REDACTED], V [REDACTED]	80.00	2,647.20	620.65	289.81	1,736.74	DD	198.04	2,845.24
08/14/2020	L [REDACTED], H [REDACTED]	80.00	3,416.00	581.06	121.29	2,713.65	DD	252.04	3,668.04
08/14/2020	F [REDACTED], J [REDACTED]	80.00	1,935.60	337.73	86.21	1,511.66	DD	143.30	2,078.90
08/14/2020	Y [REDACTED], S [REDACTED]	80.00	3,460.00	338.41	1,306.76	1,814.83	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		400.00	\$17,490.80	\$3,122.60	\$2,888.35	\$11,479.85		\$1,293.28	\$18,784.08
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 49 - Display Systems									
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.79	776.98	3,009.23	70001	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.78	776.98	3,009.24	70002	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.79	776.98	3,009.23	70003	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.78	776.98	3,009.24	70004	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.79	776.98	3,009.23	70005	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	40.00	2,424.00	363.03	776.98	1,283.99	70006	183.49	2,607.49
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.78	776.98	3,009.24	70007	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,061.79	776.98	3,009.23	70008	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,289.49	46.98	3,511.53	70009	368.93	5,216.93
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	4,848.00	1,288.14	50.27	3,509.59	70010	368.68	5,216.68
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	80.00	5,888.00	1,713.29	50.27	4,124.44	70011	448.24	6,336.24
08/14/2020 - Manual	A [REDACTED], Z [REDACTED]	69.32	5,101.95	1,403.68	0.00	3,698.27	70012	390.30	5,492.25
Department Totals: 49 - Display Systems		909.32	\$57,045.95	\$13,490.13	\$6,363.36	\$37,192.46		\$4,342.15	\$61,388.10
Total Net Pays for 49 - Display Systems: 0									
Department: 81 - NTL Semi Conductor Manufacturing									
08/14/2020	H [REDACTED], J [REDACTED]	48.00	3,484.80	684.09	221.29	2,579.42	DD	249.66	3,734.46
Department Totals: 81 - NTL Semi Conductor Manufacturing		48.00	\$3,484.80	\$684.09	\$221.29	\$2,579.42		\$249.66	\$3,734.46
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
08/14/2020	C [REDACTED], C [REDACTED]	80.00	2,085.60	207.58	1,127.16	750.86	DD	149.82	2,235.42
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$207.58	\$1,127.16	\$750.86		\$149.82	\$2,235.42
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
08/14/2020	H [REDACTED], H [REDACTED]	80.00	2,840.00	173.06	252.93	2,414.01	DD	0.00	2,840.00
08/14/2020	S [REDACTED], C [REDACTED]	80.00	1,128.00	124.54	256.55	746.91	DD	85.77	1,213.77
08/14/2020	T [REDACTED], C [REDACTED]	80.00	1,212.80	206.14	4.62	1,002.04	DD	92.78	1,305.58
08/14/2020	V [REDACTED], D [REDACTED]	32.00	496.00	40.56	31.18	424.26	DD	35.87	531.87
08/14/2020	Y [REDACTED], Y [REDACTED]	64.00	3,632.00	782.60	6.95	2,842.45	DD	277.31	3,909.31
08/14/2020	Y [REDACTED], F [REDACTED]	80.00	1,708.00	228.69	32.33	1,446.98	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		416.00	\$11,016.80	\$1,555.59	\$584.56	\$8,876.65		\$619.92	\$11,636.72
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		6,124.32	\$288,463.10	\$60,577.56	\$38,692.74	\$189,192.80		\$20,303.58	\$308,766.68
Total Net Pays for Biweekly frequency: 70									
Company Totals:		6,124.32	\$288,463.10	\$60,577.56	\$38,692.74	\$189,192.80		\$20,303.58	\$308,766.68
Total Net Pays for Company: 70									

Company: Ostendo Technologies Inc
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EXHIBIT D

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
08/28/2020	E [REDACTED], H [REDACTED]	80.00	14,344.80	4,927.44	0.00	9,417.36	DD	208.00	14,552.80
08/28/2020	M [REDACTED], D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		160.00	\$17,824.80	\$6,019.22	\$0.00	\$11,805.58		\$474.22	\$18,299.02
Total Net Pays for 01 - Corporate: 2									
Department: 06 - LA Sales & Marketing									
08/28/2020	M [REDACTED], J [REDACTED]	80.00	6,684.80	1,970.18	250.00	4,464.62	DD	511.39	7,196.19
08/28/2020	M [REDACTED], B [REDACTED]	80.00	6,493.60	1,974.39	877.26	3,641.95	DD	495.72	6,989.32
Department Totals: 06 - LA Sales & Marketing		160.00	\$13,178.40	\$3,944.57	\$1,127.26	\$8,106.57		\$1,007.11	\$14,185.51
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
08/28/2020	C [REDACTED], L [REDACTED]	80.00	2,048.00	276.97	385.84	1,385.19	DD	155.84	2,203.84
08/28/2020	K [REDACTED], S [REDACTED]	80.00	4,380.00	665.18	1,081.29	2,633.53	DD	325.79	4,705.79
08/28/2020	R [REDACTED], R [REDACTED]	4.00	8.00	0.69	0.00	7.31	DD	1.17	9.17
08/28/2020	Z [REDACTED], M [REDACTED]	80.00	6,352.00	2,041.47	503.39	3,807.14	DD	476.56	6,828.56
Department Totals: 25 - Finance HR		244.00	\$12,788.00	\$2,984.31	\$1,970.52	\$7,833.17		\$959.36	\$13,747.36
Total Net Pays for 25 - Finance HR: 4									
Department: 26 - IT Comm									
08/28/2020	T [REDACTED], H [REDACTED]	80.00	4,370.40	783.31	1,495.52	2,091.57	DD	323.09	4,693.49
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$783.31	\$1,495.52	\$2,091.57		\$323.09	\$4,693.49
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
08/28/2020	E [REDACTED], C [REDACTED]	80.00	2,040.00	342.44	210.89	1,486.67	DD	141.40	2,181.40
08/28/2020	M [REDACTED], W [REDACTED]	80.00	2,528.00	427.44	217.99	1,882.57	DD	193.40	2,721.40
Department Totals: 27 - Facilities		160.00	\$4,568.00	\$769.88	\$428.88	\$3,369.24		\$334.80	\$4,902.80
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
08/28/2020	E [REDACTED], G [REDACTED]	62.00	592.10	240.70	0.00	351.40	DD	45.30	637.40
Department Totals: 30 - Administration		62.00	\$592.10	\$240.70	\$0.00	\$351.40		\$45.30	\$637.40
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
08/28/2020	C [REDACTED], C [REDACTED]	80.00	9,960.00	2,146.05	1,139.54	6,674.41	DD	142.58	10,102.58
08/28/2020	K [REDACTED], M [REDACTED]	80.00	5,640.00	1,364.01	184.91	4,091.08	DD	417.32	6,057.32
08/28/2020	Z [REDACTED], D [REDACTED]	80.00	3,200.00	325.23	1,131.33	1,743.44	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$3,835.29	\$2,455.78	\$12,508.93		\$791.14	\$19,591.14
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
08/28/2020	A [REDACTED], M [REDACTED]	80.00	5,116.00	956.95	1,071.38	3,087.67	DD	376.35	5,492.35
08/28/2020	K [REDACTED], M [REDACTED]	80.00	2,040.00	375.34	230.25	1,434.41	DD	153.99	2,193.99
08/28/2020	M [REDACTED], D [REDACTED]	80.00	1,068.00	155.54	31.05	881.41	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.83	\$1,332.68	\$5,403.49		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
08/28/2020	D [REDACTED], N [REDACTED]	50.00	2,595.00	378.09	418.75	1,798.16	DD	198.52	2,793.52
08/28/2020	L [REDACTED], L [REDACTED]	80.00	4,336.00	1,079.61	399.30	2,857.09	DD	328.57	4,664.57
08/28/2020	L [REDACTED], H [REDACTED]	80.00	2,920.00	311.01	1,255.43	1,353.56	DD	184.59	3,104.59
08/28/2020	F [REDACTED], M [REDACTED]	80.00	4,780.00	862.01	1,521.92	2,396.07	DD	337.72	5,117.72
Department Totals: 42 - ENG OPT DSN		290.00	\$14,631.00	\$2,630.72	\$3,595.40	\$8,404.88		\$1,049.40	\$15,680.40

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Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
08/28/2020	C ■■■, Q ■■■	80.00	3,496.00	740.52	31.20	2,724.28	DD	265.50	3,761.50
08/28/2020	M ■■■, M ■■■	58.00	3,654.00	431.81	226.28	2,995.91	DD	265.09	3,919.09
08/28/2020	R ■■■■■■■■■■, M ■■■■■■■■■■	80.00	1,728.00	326.47	34.14	1,367.39	DD	129.82	1,857.82
Department Totals: 43 - ENG Mechanical		218.00	\$8,878.00	\$1,498.80	\$291.62	\$7,087.58		\$660.41	\$9,538.41
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
08/28/2020	B ■■■■■■■■■■, G ■■■■■■■■■■	80.00	3,724.00	672.95	183.84	2,867.21	DD	270.82	3,994.82
08/28/2020	C ■■■, P ■■■	80.00	2,040.00	243.15	355.79	1,441.06	DD	134.28	2,174.28
08/28/2020	G ■■■■■■■■■■, B ■■■■■■■■■■	80.00	4,600.00	713.62	387.68	3,498.70	DD	322.24	4,922.24
08/28/2020	G ■■■■■■■■■■, N ■■■■■■■■■■	80.00	3,348.00	859.31	273.56	2,215.13	DD	250.50	3,598.50
08/28/2020	L ■■■, C ■■■	80.00	2,752.00	437.57	380.83	1,933.60	DD	198.09	2,950.09
08/28/2020	L ■■■■■■■■■■, L ■■■■■■■■■■	80.00	2,748.00	383.14	929.47	1,435.39	DD	201.54	2,949.54
08/28/2020	L ■■■■■■■■■■, H ■■■■■■■■■■	90.00	1,107.00	123.49	146.26	837.25	DD	80.84	1,187.84
08/28/2020	L ■■■, Y ■■■	80.00	4,808.00	861.95	1,144.69	2,801.36	DD	358.54	5,166.54
08/28/2020	M ■■■■■■■■■■, J ■■■■■■■■■■	80.00	1,040.00	148.53	35.07	856.40	DD	77.18	1,117.18
08/28/2020	N ■■■■■■■■■■, D ■■■■■■■■■■	80.00	2,617.60	472.65	378.89	1,766.06	DD	199.95	2,817.55
08/28/2020	P ■■■, J ■■■■■■■■■■	80.00	1,456.00	362.12	235.07	858.81	DD	109.01	1,565.01
08/28/2020	P ■■■■■■■■■■, S ■■■■■■■■■■	80.00	1,816.00	231.32	576.96	1,007.72	DD	137.74	1,953.74
08/28/2020	P ■■■■■■■■■■, S ■■■■■■■■■■	80.00	1,848.00	238.31	350.00	1,259.69	DD	141.38	1,989.38
08/28/2020	T ■■■, W ■■■	36.00	2,385.00	263.07	881.95	1,239.98	DD	181.92	2,566.92
08/28/2020	T ■■■, A ■■■	80.00	2,212.00	243.69	203.24	1,765.07	DD	155.16	2,367.16
08/28/2020	T ■■■, T ■■■	80.00	1,920.00	271.26	857.96	790.78	DD	125.10	2,045.10
08/28/2020	W ■■■, D ■■■	80.00	3,880.00	765.92	543.48	2,570.60	DD	293.09	4,173.09
08/28/2020	Y ■■■■■■■■■■, K ■■■■■■■■■■	80.00	4,634.40	700.26	1,134.12	2,800.02	DD	323.66	4,958.06
08/28/2020	Z ■■■, F ■■■	76.00	2,926.00	405.84	661.73	1,858.43	DD	212.60	3,138.60
08/28/2020	Z ■■■, G ■■■	80.00	4,180.00	705.36	711.35	2,763.29	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,562.00	\$56,042.00	\$9,103.51	\$10,371.94	\$36,566.55		\$4,084.90	\$60,126.90
Total Net Pays for 45 - ENG Semi Cond: 20									
Department: 46 - ASICS Design									
08/28/2020	A ■■■■■■■■■■, J ■■■■■■■■■■	80.00	5,936.00	1,753.39	872.98	3,309.63	DD	449.12	6,385.12
08/28/2020	B ■■■■■■■■■■, V ■■■■■■■■■■	80.00	4,736.00	940.69	119.49	3,675.82	DD	353.16	5,089.16
08/28/2020	F ■■■■■■■■■■, J ■■■■■■■■■■	80.00	6,188.00	655.82	249.78	5,282.40	DD	456.19	6,644.19
08/28/2020	K ■■■■■■■■■■, S ■■■■■■■■■■	80.00	2,248.00	319.11	165.68	1,763.21	DD	159.54	2,407.54
08/28/2020	M ■■■■■■■■■■, D ■■■■■■■■■■	80.00	1,912.00	304.94	113.51	1,493.55	DD	137.59	2,049.59
08/28/2020	M ■■■■■■■■■■, R ■■■■■■■■■■	80.00	4,680.00	910.98	1,943.05	1,825.97	DD	355.64	5,035.64
08/28/2020	N ■■■■■■■■■■, M ■■■■■■■■■■	80.00	4,268.00	1,236.94	46.67	2,984.39	DD	324.13	4,592.13
08/28/2020	X ■■■, F ■■■	70.00	70.00	6.05	0.00	63.95	DD	5.36	75.36
08/28/2020	Y ■■■, M ■■■	80.00	5,428.00	1,192.07	446.38	3,789.55	DD	400.22	5,828.22
Department Totals: 46 - ASICS Design		710.00	\$35,466.00	\$7,319.99	\$3,957.54	\$24,188.47		\$2,640.95	\$38,106.95
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
08/28/2020	C ■■■, C ■■■	80.00	2,788.00	755.34	27.16	2,005.50	DD	211.20	2,999.20
08/28/2020	E ■■■■■■■■■■, A ■■■■■■■■■■	80.00	1,432.00	306.18	256.05	869.77	DD	107.17	1,539.17
08/28/2020	N ■■■■■■■■■■, L ■■■■■■■■■■	40.00	1,564.00	161.29	197.75	1,204.96	DD	105.29	1,669.29
Department Totals: 47 - Semi Conductor Equipment & Maintenance		200.00	\$5,784.00	\$1,222.81	\$480.96	\$4,080.23		\$423.66	\$6,207.66
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 3									

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Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department: 48 - Eng Test And Support									
08/28/2020	D [REDACTED], C [REDACTED]	80.00	6,032.00	1,219.50	1,146.02	3,666.48	DD	448.20	6,480.20
08/28/2020	I [REDACTED], V [REDACTED]	80.00	2,647.20	620.63	289.81	1,736.76	DD	198.04	2,845.24
08/28/2020	L [REDACTED], H [REDACTED]	80.00	3,416.00	581.05	121.29	2,713.66	DD	252.04	3,668.04
08/28/2020	P [REDACTED], J [REDACTED]	80.00	1,935.60	337.73	86.21	1,511.66	DD	143.30	2,078.90
08/28/2020	Y [REDACTED], S [REDACTED]	80.00	3,460.00	338.42	1,306.76	1,814.82	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		400.00	\$17,490.80	\$3,097.33	\$2,950.09	\$11,443.38		\$1,288.55	\$18,779.35
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
08/28/2020	H [REDACTED], J [REDACTED]	48.00	3,484.80	684.09	221.29	2,579.42	DD	249.66	3,734.46
Department Totals: 81 - NTL Semi Conductor Manufacturing		48.00	\$3,484.80	\$684.09	\$221.29	\$2,579.42		\$249.66	\$3,734.46
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
08/28/2020	C [REDACTED], C [REDACTED]	80.00	2,085.60	207.58	1,127.16	750.86	DD	149.82	2,235.42
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$207.58	\$1,127.16	\$750.86		\$149.82	\$2,235.42
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
08/28/2020	H [REDACTED], H [REDACTED]	80.00	2,840.00	173.06	252.93	2,414.01	DD	0.00	2,840.00
08/28/2020	S [REDACTED], C [REDACTED]	80.00	1,128.00	124.52	256.55	746.93	DD	85.77	1,213.77
08/28/2020	T [REDACTED], C [REDACTED]	80.00	1,212.80	206.13	4.62	1,002.05	DD	92.78	1,305.58
08/28/2020	V [REDACTED], D [REDACTED]	32.00	496.00	40.55	31.18	424.27	DD	35.87	531.87
08/28/2020	Y [REDACTED], Y [REDACTED]	72.00	4,086.00	951.75	6.95	3,127.30	DD	312.05	4,398.05
08/28/2020	Y [REDACTED], F [REDACTED]	80.00	1,708.00	228.68	32.33	1,446.99	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		424.00	\$11,470.80	\$1,724.69	\$584.56	\$9,161.55		\$654.66	\$12,125.46
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		5,278.00	\$235,678.70	\$47,554.63	\$32,391.20	\$155,732.87		\$15,746.70	\$251,425.40
Total Net Pays for Biweekly frequency: 70									
Company Totals:		5,278.00	\$235,678.70	\$47,554.63	\$32,391.20	\$155,732.87		\$15,746.70	\$251,425.40
Total Net Pays for Company: 70									

Company: Ostendo Technologies Inc
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EXHIBIT E

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
09/04/2020	E [REDACTED] H [REDACTED]	80.00	14,344.80	4,927.44	0.00	9,417.36	DD	208.00	14,552.80
09/04/2020	M [REDACTED] D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		160.00	\$17,824.80	\$6,019.22	\$0.00	\$11,805.58		\$474.22	\$18,299.02
Total Net Pays for 01 - Corporate: 2									
Department: 06 - LA Sales & Marketing									
09/04/2020	M [REDACTED] J [REDACTED]	80.00	6,684.80	1,905.92	250.00	4,528.88	DD	511.39	7,196.19
09/04/2020	M [REDACTED] B [REDACTED]	80.00	6,493.60	1,972.90	877.26	3,643.44	DD	495.72	6,989.32
Department Totals: 06 - LA Sales & Marketing		160.00	\$13,178.40	\$3,878.82	\$1,127.26	\$8,172.32		\$1,007.11	\$14,185.51
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
09/04/2020	C [REDACTED] L [REDACTED]	64.00	1,638.40	189.29	385.84	1,063.27	DD	124.51	1,762.91
09/04/2020	K [REDACTED] S [REDACTED]	80.00	4,380.00	665.18	1,081.29	2,633.53	DD	325.79	4,705.79
09/04/2020	R [REDACTED] R [REDACTED]	4.00	8.00	0.69	0.00	7.31	DD	1.17	9.17
09/04/2020	Z [REDACTED] M [REDACTED]	80.00	6,352.00	1,995.54	503.39	3,853.07	DD	476.56	6,828.56
Department Totals: 25 - Finance HR		228.00	\$12,378.40	\$2,850.70	\$1,970.52	\$7,557.18		\$928.03	\$13,306.43
Total Net Pays for 25 - Finance HR: 4									
Department: 26 - IT Comm									
09/04/2020	T [REDACTED] H [REDACTED]	80.00	4,370.40	783.32	1,495.52	2,091.56	DD	323.09	4,693.49
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$783.32	\$1,495.52	\$2,091.56		\$323.09	\$4,693.49
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
09/04/2020	E [REDACTED] C [REDACTED]	68.00	1,734.00	271.02	210.89	1,252.09	DD	117.99	1,851.99
09/04/2020	M [REDACTED] W [REDACTED]	80.00	2,528.00	427.42	217.99	1,882.59	DD	193.40	2,721.40
Department Totals: 27 - Facilities		148.00	\$4,262.00	\$698.44	\$428.88	\$3,134.68		\$311.39	\$4,573.39
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
09/04/2020	E [REDACTED] G [REDACTED]	47.00	448.85	182.46	0.00	266.39	DD	34.34	483.19
Department Totals: 30 - Administration		47.00	\$448.85	\$182.46	\$0.00	\$266.39		\$34.34	\$483.19
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
09/04/2020	C [REDACTED] C [REDACTED]	80.00	9,960.00	2,146.06	1,139.54	6,674.40	DD	142.58	10,102.58
09/04/2020	K [REDACTED] M [REDACTED]	80.00	5,640.00	1,364.00	184.91	4,091.09	DD	417.32	6,057.32
09/04/2020	Z [REDACTED] D [REDACTED]	80.00	3,200.00	325.24	1,131.33	1,743.43	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$3,835.30	\$2,455.78	\$12,508.92		\$791.14	\$19,591.14
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
09/04/2020	A [REDACTED] M [REDACTED]	80.00	5,116.00	956.95	1,071.38	3,087.67	DD	376.35	5,492.35
09/04/2020	K [REDACTED] M [REDACTED]	80.00	2,040.00	375.34	230.25	1,434.41	DD	153.99	2,193.99
09/04/2020	M [REDACTED] D [REDACTED]	80.00	1,068.00	155.54	31.05	881.41	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.83	\$1,332.68	\$5,403.49		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
09/04/2020	D [REDACTED] N [REDACTED]	49.00	2,543.10	365.08	418.75	1,759.27	DD	194.54	2,737.64
09/04/2020	L [REDACTED] L [REDACTED]	80.00	4,336.00	1,079.62	399.30	2,857.08	DD	328.57	4,664.57
09/04/2020	L [REDACTED] H [REDACTED]	80.00	2,920.00	311.00	1,255.43	1,353.57	DD	184.59	3,104.59
09/04/2020	P [REDACTED] M [REDACTED]	68.00	4,063.00	666.62	1,521.92	1,874.46	DD	282.87	4,345.87
Department Totals: 42 - ENG OPT DSN		277.00	\$13,862.10	\$2,422.32	\$3,595.40	\$7,844.38		\$990.57	\$14,852.67

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CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
09/04/2020	C [REDACTED], Q [REDACTED]	80.00	3,496.00	740.53	31.20	2,724.27	DD	265.50	3,761.50
09/04/2020	M [REDACTED], M [REDACTED]	16.00	1,008.00	70.86	226.28	710.86	DD	62.67	1,070.67
09/04/2020	R [REDACTED], M [REDACTED]	80.00	1,728.00	326.47	34.14	1,367.39	DD	129.82	1,857.82
Department Totals: 43 - ENG Mechanical		176.00	\$6,232.00	\$1,137.86	\$291.62	\$4,802.52		\$457.99	\$6,689.99
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
09/11/2020 - Manual	P [REDACTED], S [REDACTED]	80.00	1,848.00	238.29	350.00	1,259.71	10001	141.38	1,989.38
09/11/2020 - Manual	P [REDACTED], S [REDACTED]	80.00	1,848.00	238.31	350.00	1,259.69	10002	141.38	1,989.38
09/11/2020 - Manual	P [REDACTED], S [REDACTED]	40.00	1,848.00	238.29	350.00	1,259.71	10003	141.38	1,989.38
09/11/2020 - Manual	P [REDACTED], S [REDACTED]	80.00	1,848.00	238.31	350.00	1,259.69	10004	141.38	1,989.38
09/11/2020 - Manual	[REDACTED], S [REDACTED]	80.00	1,848.00	287.01	0.00	1,560.99	10005	141.38	1,989.38
09/11/2020 - Manual	[REDACTED], S [REDACTED]	80.00	1,848.00	286.99	0.00	1,561.01	10006	141.38	1,989.38
09/11/2020 - Manual	[REDACTED], S [REDACTED]	80.00	1,848.00	287.01	0.00	1,560.99	10007	141.38	1,989.38
09/11/2020 - Manual	[REDACTED], S [REDACTED]	80.00	1,848.00	286.99	0.00	1,561.01	10008	141.38	1,989.38
09/11/2020 - Manual	[REDACTED], S [REDACTED]	4.00	144.40	12.50	0.00	131.90	10009	11.04	155.44
09/11/2020 - Manual	[REDACTED], S [REDACTED]	19.82	715.50	61.89	0.00	653.61	10010	54.73	770.23
09/04/2020	[REDACTED]	80.00	3,724.00	672.95	183.84	2,867.21	DD	270.82	3,994.82
09/04/2020	[REDACTED]	80.00	2,040.00	243.16	355.79	1,441.05	DD	134.28	2,174.28
09/04/2020	[REDACTED], B [REDACTED]	80.00	4,600.00	713.64	387.68	3,498.68	DD	322.24	4,922.24
09/04/2020	[REDACTED]	80.00	3,348.00	859.31	273.56	2,215.13	DD	250.50	3,598.50
09/04/2020	[REDACTED]	80.00	2,752.00	437.57	380.83	1,933.60	DD	198.09	2,950.09
09/04/2020	[REDACTED]	80.00	2,748.00	383.13	929.47	1,435.40	DD	201.54	2,949.54
09/04/2020	[REDACTED]	66.00	811.80	68.41	146.26	597.13	DD	58.25	870.05
09/04/2020	[REDACTED]	80.00	4,808.00	861.93	1,144.69	2,801.38	DD	358.54	5,166.54
09/04/2020	[REDACTED], J [REDACTED]	80.00	1,040.00	148.52	35.07	856.41	DD	77.18	1,117.18
09/04/2020	N [REDACTED], D [REDACTED]	80.00	2,617.60	472.65	378.89	1,766.06	DD	199.95	2,817.55
09/04/2020	P [REDACTED], J [REDACTED]	80.00	1,456.00	362.12	235.07	858.81	DD	109.01	1,565.01
09/04/2020	F [REDACTED], S [REDACTED]	80.00	1,816.00	305.28	39.94	1,470.78	DD	137.70	1,953.70
09/04/2020	T [REDACTED], W [REDACTED]	40.00	2,650.00	319.42	881.95	1,448.63	DD	202.19	2,852.19
09/04/2020	T [REDACTED], A [REDACTED]	80.00	2,212.00	243.70	203.24	1,765.06	DD	155.16	2,367.16
09/04/2020	T [REDACTED], T [REDACTED]	80.00	1,920.00	271.26	857.96	790.78	DD	125.10	2,045.10
09/04/2020	W [REDACTED], D [REDACTED]	80.00	3,880.00	765.90	543.48	2,570.62	DD	293.09	4,173.09
09/04/2020	Y [REDACTED], K [REDACTED]	80.00	4,634.40	700.26	1,134.12	2,800.02	DD	323.66	4,958.06
09/04/2020	Z [REDACTED], F [REDACTED]	40.00	1,540.00	120.50	661.73	757.77	DD	106.57	1,646.57
09/04/2020	Z [REDACTED], G [REDACTED]	80.00	4,180.00	705.35	711.35	2,763.30	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		2,049.82	\$68,421.70	\$10,830.65	\$10,884.92	\$46,706.13		\$5,031.94	\$73,453.64
Total Net Pays for 45 - ENG Semi Cond: 19									
Department: 46 - ASICS Design									
09/04/2020	A [REDACTED], J [REDACTED]	80.00	5,936.00	1,753.36	872.98	3,309.66	DD	449.12	6,385.12
09/04/2020	B [REDACTED], V [REDACTED]	80.00	4,736.00	940.69	119.49	3,675.82	DD	353.16	5,089.16
09/04/2020	F [REDACTED], J [REDACTED]	80.00	6,188.00	1,425.82	249.78	4,512.40	DD	456.19	6,644.19
09/04/2020	K [REDACTED], S [REDACTED]	80.00	2,248.00	319.11	165.68	1,763.21	DD	159.54	2,407.54
09/04/2020	M [REDACTED], D [REDACTED]	80.00	1,912.00	304.93	113.51	1,493.56	DD	137.59	2,049.59
09/04/2020	M [REDACTED], R [REDACTED]	80.00	4,680.00	910.97	1,943.05	1,825.98	DD	355.64	5,035.64
09/04/2020	N [REDACTED], M [REDACTED]	80.00	4,268.00	1,236.95	46.67	2,984.38	DD	324.13	4,592.13
09/04/2020	X [REDACTED], F [REDACTED]	70.00	70.00	6.06	0.00	63.94	DD	5.36	75.36
09/04/2020	Y [REDACTED], M [REDACTED]	80.00	5,428.00	1,192.08	446.38	3,789.54	DD	400.22	5,828.22

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Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department Totals: 46 - ASICS Design		710.00	\$35,466.00	\$8,089.97	\$3,957.54	\$23,418.49		\$2,640.95	\$38,106.95
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
09/04/2020	C [REDACTED], C [REDACTED]	72.00	2,509.20	641.39	27.16	1,840.65	DD	189.88	2,699.08
09/04/2020	E [REDACTED], A [REDACTED]	80.00	1,432.00	306.19	256.05	869.76	DD	107.17	1,539.17
Department Totals: 47 - Semi Conductor Equipment & Maintenance		152.00	\$3,941.20	\$947.58	\$283.21	\$2,710.41		\$297.05	\$4,238.25
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 2									
Department: 48 - Eng Test And Support									
09/04/2020	D [REDACTED], C [REDACTED]	80.00	6,032.00	1,219.50	1,146.02	3,666.48	DD	448.20	6,480.20
09/04/2020	I [REDACTED], V [REDACTED]	80.00	2,647.20	620.64	289.81	1,736.75	DD	198.04	2,845.24
09/04/2020	L [REDACTED], H [REDACTED]	80.00	3,416.00	581.05	121.29	2,713.66	DD	252.04	3,668.04
09/04/2020	F [REDACTED], J [REDACTED]	80.00	1,935.60	337.73	86.21	1,511.66	DD	143.30	2,078.90
09/04/2020	Y [REDACTED], S [REDACTED]	80.00	3,460.00	338.42	1,306.76	1,814.82	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		400.00	\$17,490.80	\$3,097.34	\$2,950.09	\$11,443.37		\$1,288.55	\$18,779.35
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
09/04/2020	H [REDACTED], J [REDACTED]	48.00	3,484.80	684.10	221.29	2,579.41	DD	249.66	3,734.46
Department Totals: 81 - NTL Semi Conductor Manufacturing		48.00	\$3,484.80	\$684.10	\$221.29	\$2,579.41		\$249.66	\$3,734.46
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
09/04/2020	C [REDACTED], C [REDACTED]	80.00	2,085.60	207.57	1,127.16	750.87	DD	149.82	2,235.42
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$207.57	\$1,127.16	\$750.87		\$149.82	\$2,235.42
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
09/04/2020	H [REDACTED], H [REDACTED]	80.00	2,840.00	173.06	252.93	2,414.01	DD	0.00	2,840.00
09/04/2020	S [REDACTED], C [REDACTED]	80.00	1,128.00	124.54	256.55	746.91	DD	85.77	1,213.77
09/04/2020	T [REDACTED], C [REDACTED]	80.00	1,212.80	206.15	4.62	1,002.03	DD	92.78	1,305.58
09/04/2020	V [REDACTED], D [REDACTED]	40.00	620.00	51.27	31.18	537.55	DD	45.36	665.36
09/04/2020	Y [REDACTED], Y [REDACTED]	64.00	3,632.00	782.61	6.95	2,842.44	DD	277.31	3,909.31
09/04/2020	Y [REDACTED], F [REDACTED]	80.00	1,708.00	228.69	32.33	1,446.98	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		424.00	\$11,140.80	\$1,566.32	\$584.56	\$8,989.92		\$629.41	\$11,770.21
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		5,619.82	\$241,611.85	\$48,719.80	\$32,706.43	\$160,185.62		\$16,214.93	\$257,826.78
Total Net Pays for Biweekly frequency: 68									
Company Totals:		5,619.82	\$241,611.85	\$48,719.80	\$32,706.43	\$160,185.62		\$16,214.93	\$257,826.78
Total Net Pays for Company: 68									

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EXHIBIT F

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
09/11/2020	E [REDACTED] H [REDACTED]	80.00	14,344.80	4,927.45	0.00	9,417.35	DD	208.00	14,552.80
09/11/2020	M [REDACTED] D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		160.00	\$17,824.80	\$6,019.23	\$0.00	\$11,805.57		\$474.22	\$18,299.02
Total Net Pays for 01 - Corporate: 2									
Department: 06 - LA Sales & Marketing									
09/11/2020	M [REDACTED] J [REDACTED]	80.00	6,684.80	1,818.51	250.00	4,616.29	DD	426.54	7,111.34
09/11/2020 - Manual	M [REDACTED] J [REDACTED]	0.00	1,280.00	198.27	0.00	1,081.73	20001	97.92	1,377.92
09/11/2020 - Manual	M [REDACTED] J [REDACTED]	40.00	1,768.82	305.08	0.00	1,463.74	20002	135.32	1,904.14
09/11/2020	M [REDACTED] B [REDACTED]	80.00	6,493.60	1,693.86	877.26	3,922.48	DD	216.67	6,710.27
Department Totals: 06 - LA Sales & Marketing		200.00	\$16,227.22	\$4,015.72	\$1,127.26	\$11,084.24		\$876.45	\$17,103.67
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
09/11/2020	K [REDACTED] S [REDACTED]	80.00	4,380.00	665.17	1,081.29	2,633.54	DD	325.79	4,705.79
09/11/2020	R [REDACTED] R [REDACTED]	5.00	10.00	0.86	0.00	9.14	DD	1.45	11.45
09/11/2020	Z [REDACTED] M [REDACTED]	80.00	6,352.00	1,995.54	503.39	3,853.07	DD	476.56	6,828.56
Department Totals: 25 - Finance HR		165.00	\$10,742.00	\$2,661.57	\$1,584.68	\$6,495.75		\$803.80	\$11,545.80
Total Net Pays for 25 - Finance HR: 3									
Department: 26 - IT Comm									
09/11/2020	T [REDACTED] H [REDACTED]	80.00	4,370.40	783.31	1,105.50	2,481.59	DD	323.09	4,693.49
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$783.31	\$1,105.50	\$2,481.59		\$323.09	\$4,693.49
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
09/11/2020	M [REDACTED] W [REDACTED]	80.00	2,528.00	427.44	217.99	1,882.57	DD	193.40	2,721.40
Department Totals: 27 - Facilities		80.00	\$2,528.00	\$427.44	\$217.99	\$1,882.57		\$193.40	\$2,721.40
Total Net Pays for 27 - Facilities: 1									
Department: 30 - Administration									
09/11/2020	E [REDACTED] G [REDACTED]	30.00	286.50	116.46	0.00	170.04	DD	21.91	308.41
Department Totals: 30 - Administration		30.00	\$286.50	\$116.46	\$0.00	\$170.04		\$21.91	\$308.41
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
09/11/2020	O [REDACTED] C [REDACTED]	80.00	9,960.00	2,146.06	1,139.54	6,674.40	DD	142.58	10,102.58
09/11/2020	K [REDACTED] M [REDACTED]	80.00	5,640.00	1,364.02	184.91	4,091.07	DD	417.32	6,057.32
09/11/2020	Z [REDACTED] D [REDACTED]	80.00	3,200.00	325.22	1,131.33	1,743.45	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$3,835.30	\$2,455.78	\$12,508.92		\$791.14	\$19,591.14
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
09/11/2020	A [REDACTED] M [REDACTED]	80.00	5,116.00	956.95	1,071.38	3,087.67	DD	376.35	5,492.35
09/11/2020	K [REDACTED] M [REDACTED]	80.00	2,040.00	375.34	230.25	1,434.41	DD	153.99	2,193.99
09/11/2020 - Manual	K [REDACTED] M [REDACTED]	40.00	1,540.00	283.69	0.00	1,256.31	20003	117.81	1,657.81
09/11/2020	M [REDACTED] D [REDACTED]	80.00	1,068.00	155.54	31.05	881.41	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		280.00	\$9,764.00	\$1,771.52	\$1,332.68	\$6,659.80		\$727.48	\$10,491.48
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
09/11/2020	D [REDACTED] N [REDACTED]	37.00	1,920.30	223.29	418.75	1,278.26	DD	146.90	2,067.20
09/11/2020	L [REDACTED] L [REDACTED]	80.00	4,336.00	1,079.61	399.30	2,857.09	DD	328.57	4,664.57
09/11/2020	L [REDACTED] H [REDACTED]	80.00	2,920.00	310.99	1,255.43	1,353.58	DD	184.59	3,104.59
09/11/2020	P [REDACTED] M [REDACTED]	66.00	3,943.50	634.05	1,108.83	2,200.62	DD	273.73	4,217.23

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Department Totals: 42 - ENG OPT DSN		263.00	\$13,119.80	\$2,247.94	\$3,182.31	\$7,689.55		\$933.79	\$14,053.59
Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
09/11/2020	C [REDACTED], Q [REDACTED]	80.00	3,496.00	740.53	31.20	2,724.27	DD	265.50	3,761.50
09/11/2020	M [REDACTED], M [REDACTED]	19.00	1,197.00	87.22	226.28	883.50	DD	77.13	1,274.13
09/11/2020	R [REDACTED], M [REDACTED]	80.00	1,728.00	326.45	34.14	1,367.41	DD	129.82	1,857.82
Department Totals: 43 - ENG Mechanical		179.00	\$6,421.00	\$1,154.20	\$291.62	\$4,975.18		\$472.45	\$6,893.45
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
09/11/2020	B [REDACTED], G [REDACTED]	80.00	3,724.00	672.94	183.84	2,867.22	DD	270.82	3,994.82
09/11/2020	C [REDACTED], F [REDACTED]	80.00	2,040.00	243.14	355.79	1,441.07	DD	134.28	2,174.28
09/11/2020	G [REDACTED], B [REDACTED]	80.00	4,600.00	713.62	387.68	3,498.70	DD	322.24	4,922.24
09/11/2020	G [REDACTED], N [REDACTED]	80.00	3,348.00	859.31	273.56	2,215.13	DD	250.50	3,598.50
09/11/2020	L [REDACTED], C [REDACTED]	80.00	2,752.00	437.55	380.83	1,933.62	DD	198.09	2,950.09
09/11/2020	L [REDACTED], L [REDACTED]	80.00	2,748.00	383.14	929.47	1,435.39	DD	201.54	2,949.54
09/11/2020	L [REDACTED], H [REDACTED]	10.00	123.00	6.29	52.51	64.20	DD	5.56	128.56
09/11/2020	L [REDACTED], Y [REDACTED]	80.00	4,808.00	861.94	1,144.69	2,801.37	DD	358.54	5,166.54
09/11/2020	M [REDACTED], J [REDACTED]	80.00	1,040.00	148.53	35.07	856.40	DD	77.18	1,117.18
09/11/2020	N [REDACTED], D [REDACTED]	80.00	2,617.60	472.64	378.89	1,766.07	DD	199.95	2,817.55
09/11/2020	P [REDACTED], J [REDACTED]	80.00	1,456.00	362.12	235.07	858.81	DD	109.01	1,565.01
09/11/2020	P [REDACTED], S [REDACTED]	80.00	1,816.00	231.30	576.96	1,007.74	DD	137.74	1,953.74
09/11/2020	T [REDACTED], W [REDACTED]	32.00	2,120.00	211.19	881.95	1,026.86	DD	161.65	2,281.65
09/11/2020	T [REDACTED], A [REDACTED]	80.00	2,212.00	243.71	203.24	1,765.05	DD	155.16	2,367.16
09/11/2020	T [REDACTED], T [REDACTED]	78.00	1,872.00	260.29	462.68	1,149.03	DD	121.44	1,993.44
09/11/2020	W [REDACTED], D [REDACTED]	80.00	3,880.00	765.91	543.48	2,570.61	DD	293.09	4,173.09
09/11/2020	Y [REDACTED], K [REDACTED]	80.00	4,634.40	700.25	1,134.12	2,800.03	DD	323.66	4,958.06
09/11/2020	Z [REDACTED], F [REDACTED]	80.00	3,080.00	444.71	661.73	1,973.56	DD	224.38	3,304.38
09/11/2020	Z [REDACTED], G [REDACTED]	80.00	4,180.00	705.36	711.35	2,763.29	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,400.00	\$53,051.00	\$8,723.94	\$9,532.91	\$34,794.15		\$3,856.09	\$56,907.09
Total Net Pays for 45 - ENG Semi Cond: 19									
Department: 46 - ASICS Design									
09/11/2020	A [REDACTED], J [REDACTED]	80.00	5,936.00	1,753.39	872.98	3,309.63	DD	449.12	6,385.12
09/11/2020	B [REDACTED], V [REDACTED]	80.00	4,736.00	940.67	119.49	3,675.84	DD	353.16	5,089.16
09/11/2020	F [REDACTED], J [REDACTED]	80.00	6,188.00	1,425.81	249.78	4,512.41	DD	456.19	6,644.19
09/11/2020	K [REDACTED], S [REDACTED]	80.00	2,248.00	319.10	165.68	1,763.22	DD	159.54	2,407.54
09/11/2020	M [REDACTED], D [REDACTED]	80.00	1,912.00	304.92	113.51	1,493.57	DD	137.59	2,049.59
09/11/2020	M [REDACTED], R [REDACTED]	80.00	4,680.00	910.98	1,943.05	1,825.97	DD	355.64	5,035.64
09/11/2020	N [REDACTED], M [REDACTED]	80.00	4,268.00	1,236.94	46.67	2,984.39	DD	324.13	4,592.13
09/11/2020	X [REDACTED], F [REDACTED]	80.00	80.00	6.92	0.00	73.08	DD	6.12	86.12
09/11/2020	Y [REDACTED], M [REDACTED]	80.00	5,428.00	1,192.08	446.38	3,789.54	DD	400.22	5,828.22
Department Totals: 46 - ASICS Design		720.00	\$35,476.00	\$8,090.81	\$3,957.54	\$23,427.65		\$2,641.71	\$38,117.71
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
09/11/2020	E [REDACTED], A [REDACTED]	80.00	1,432.00	306.18	256.05	869.77	DD	107.17	1,539.17
Department Totals: 47 - Semi Conductor Equipment & Maintenance		80.00	\$1,432.00	\$306.18	\$256.05	\$869.77		\$107.17	\$1,539.17
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 1									
Department: 48 - Eng Test And Support									
09/11/2020	D [REDACTED], C [REDACTED]	80.00	6,032.00	1,219.50	1,146.02	3,666.48	DD	448.20	6,480.20

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Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
09/11/2020	J. V. [REDACTED]	80.00	2,647.20	620.64	289.81	1,736.75	DD	198.04	2,845.24
09/11/2020	L. H. [REDACTED]	80.00	3,416.00	581.06	121.29	2,713.65	DD	252.04	3,668.04
09/11/2020	P. J. [REDACTED]	80.00	1,935.60	337.73	86.21	1,511.66	DD	143.30	2,078.90
09/11/2020	Y. S. [REDACTED]	80.00	3,460.00	338.41	1,306.76	1,814.83	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		400.00	\$17,490.80	\$3,097.34	\$2,950.09	\$11,443.37		\$1,288.55	\$18,779.35
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
09/11/2020	H. J. [REDACTED]	48.00	3,484.80	684.09	221.29	2,579.42	DD	249.66	3,734.46
Department Totals: 81 - NTL Semi Conductor Manufacturing		48.00	\$3,484.80	\$684.09	\$221.29	\$2,579.42		\$249.66	\$3,734.46
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
09/11/2020	C. C. [REDACTED]	80.00	2,085.60	207.58	1,127.16	750.86	DD	149.82	2,235.42
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$207.58	\$1,127.16	\$750.86		\$149.82	\$2,235.42
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
09/11/2020	H. H. [REDACTED]	80.00	2,840.00	173.07	252.93	2,414.00	DD	0.00	2,840.00
09/11/2020	S. C. [REDACTED]	80.00	1,128.00	124.52	256.55	746.93	DD	85.77	1,213.77
09/11/2020	T. C. [REDACTED]	80.00	1,212.80	206.13	4.62	1,002.05	DD	92.78	1,305.58
09/11/2020	V. D. [REDACTED]	32.00	496.00	40.56	31.18	424.26	DD	35.87	531.87
09/11/2020	Y. Y. [REDACTED]	64.00	3,632.00	782.61	6.95	2,842.44	DD	277.31	3,909.31
09/11/2020	Y. F. [REDACTED]	80.00	1,708.00	228.69	32.33	1,446.98	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		416.00	\$11,016.80	\$1,555.58	\$584.56	\$8,876.66		\$619.92	\$11,636.72
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		4,821.00	\$224,120.72	\$45,698.21	\$29,927.42	\$148,495.09		\$14,530.65	\$238,651.37
Total Net Pays for Biweekly frequency: 65									
Company Totals:		4,821.00	\$224,120.72	\$45,698.21	\$29,927.42	\$148,495.09		\$14,530.65	\$238,651.37
Total Net Pays for Company: 65									

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EXHIBIT G

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
09/18/2020	B [REDACTED], W [REDACTED]	40.00	2,364.80	1,298.53	69.55	996.72	DD	175.59	2,540.39
09/18/2020	E [REDACTED], H [REDACTED]	80.00	14,344.80	4,927.44	0.00	9,417.36	DD	208.00	14,552.80
09/18/2020	M [REDACTED], D [REDACTED]	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		200.00	\$20,189.60	\$7,317.75	\$69.55	\$12,802.30		\$649.81	\$20,839.41
Total Net Pays for 01 - Corporate: 3									
Department: 06 - LA Sales & Marketing									
09/18/2020	M [REDACTED], J [REDACTED]	80.00	6,684.80	1,488.87	250.00	4,945.93	DD	96.93	6,781.73
09/18/2020	M [REDACTED], B [REDACTED]	80.00	6,493.60	1,259.34	1,751.12	3,483.14	DD	81.29	6,574.89
09/18/2020	M [REDACTED], B [REDACTED]	0.00	1,566.30	149.26	0.00	1,417.04	DD	18.56	1,584.86
Department Totals: 06 - LA Sales & Marketing		160.00	\$14,744.70	\$2,897.47	\$2,001.12	\$9,846.11		\$196.78	\$14,941.48
Total Net Pays for 06 - LA Sales & Marketing: 3									
Department: 25 - Finance HR									
09/18/2020	K [REDACTED], S [REDACTED]	80.00	4,380.00	665.18	1,081.29	2,633.53	DD	325.79	4,705.79
09/18/2020	R [REDACTED], R [REDACTED]	6.00	12.00	1.05	0.00	10.95	DD	1.72	13.72
09/18/2020	Z [REDACTED], M [REDACTED]	80.00	6,352.00	1,616.45	483.39	4,252.16	DD	90.62	6,442.62
Department Totals: 25 - Finance HR		166.00	\$10,744.00	\$2,282.68	\$1,564.68	\$6,896.64		\$418.13	\$11,162.13
Total Net Pays for 25 - Finance HR: 3									
Department: 26 - IT Comm									
09/18/2020	T [REDACTED], H [REDACTED]	80.00	4,370.40	828.71	958.50	2,583.19	DD	334.33	4,704.73
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$828.71	\$958.50	\$2,583.19		\$334.33	\$4,704.73
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
09/18/2020	E [REDACTED], C [REDACTED]	16.00	408.00	18.71	210.89	178.40	DD	16.56	424.56
09/18/2020	M [REDACTED], W [REDACTED]	80.00	2,528.00	427.44	217.99	1,882.57	DD	193.40	2,721.40
Department Totals: 27 - Facilities		96.00	\$2,936.00	\$446.15	\$428.88	\$2,060.97		\$209.96	\$3,145.96
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
09/18/2020	E [REDACTED], G [REDACTED]	38.00	362.90	147.52	0.00	215.38	DD	27.76	390.66
Department Totals: 30 - Administration		38.00	\$362.90	\$147.52	\$0.00	\$215.38		\$27.76	\$390.66
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
09/18/2020	C [REDACTED], C [REDACTED]	80.00	9,960.00	2,234.55	1,139.54	6,585.91	DD	142.58	10,102.58
09/18/2020	K [REDACTED], M [REDACTED]	80.00	5,640.00	1,372.18	164.91	4,102.91	DD	418.85	6,058.85
09/18/2020	Z [REDACTED], D [REDACTED]	80.00	3,200.00	325.24	1,131.33	1,743.43	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$3,931.97	\$2,435.78	\$12,432.25		\$792.67	\$19,592.67
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
09/18/2020	A [REDACTED], M [REDACTED]	80.00	5,116.00	956.94	1,071.38	3,087.68	DD	376.35	5,492.35
09/18/2020	K [REDACTED], M [REDACTED]	80.00	2,040.00	375.35	230.25	1,434.40	DD	153.99	2,193.99
09/18/2020	M [REDACTED], D [REDACTED]	80.00	1,068.00	155.54	31.05	881.41	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.83	\$1,332.68	\$5,403.49		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
09/18/2020	D [REDACTED], N [REDACTED]	24.00	1,245.60	107.76	418.75	719.09	DD	95.29	1,340.89
09/18/2020	L [REDACTED], L [REDACTED]	80.00	4,336.00	1,079.61	399.30	2,857.09	DD	328.57	4,664.57
09/18/2020	L [REDACTED], H [REDACTED]	80.00	2,920.00	308.72	1,265.42	1,345.86	DD	183.82	3,103.82
09/18/2020	P [REDACTED], M [REDACTED]	50.00	2,987.50	439.64	916.83	1,631.03	DD	215.29	3,202.79

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Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department Totals: 42 - ENG OPT DSN		234.00	\$11,489.10	\$1,935.73	\$3,000.30	\$6,553.07		\$822.97	\$12,312.07
Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
09/18/2020	C [REDACTED], Q [REDACTED]	80.00	3,496.00	740.52	31.20	2,724.28	DD	265.50	3,761.50
09/18/2020	M [REDACTED], M [REDACTED]	32.00	2,016.00	158.05	226.28	1,631.67	DD	139.78	2,155.78
09/18/2020	R [REDACTED], M [REDACTED]	72.00	1,555.20	279.38	34.14	1,241.68	DD	116.60	1,671.80
Department Totals: 43 - ENG Mechanical		184.00	\$7,067.20	\$1,177.95	\$291.62	\$5,597.63		\$521.88	\$7,589.08
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
09/18/2020	B [REDACTED], G [REDACTED]	80.00	3,724.00	672.94	183.84	2,867.22	DD	270.82	3,994.82
09/18/2020	C [REDACTED], P [REDACTED]	80.00	2,040.00	243.15	355.79	1,441.06	DD	134.28	2,174.28
09/18/2020	G [REDACTED], B [REDACTED]	80.00	4,600.00	713.62	387.68	3,498.70	DD	322.24	4,922.24
09/18/2020	G [REDACTED], I, N [REDACTED]	80.00	3,348.00	855.20	283.56	2,209.24	DD	249.73	3,597.73
09/18/2020	L [REDACTED], C [REDACTED]	72.00	2,476.80	368.64	380.83	1,727.33	DD	177.04	2,653.84
09/18/2020	L [REDACTED], L [REDACTED]	80.00	2,748.00	383.12	929.47	1,435.41	DD	201.54	2,949.54
09/18/2020	L [REDACTED], Y [REDACTED]	56.00	3,365.60	419.07	1,144.69	1,801.84	DD	248.19	3,613.79
09/18/2020	M [REDACTED], J [REDACTED]	80.00	1,040.00	148.52	35.07	856.41	DD	77.18	1,117.18
09/18/2020	N [REDACTED], D [REDACTED]	80.00	2,617.60	472.65	378.89	1,766.06	DD	199.95	2,817.55
09/18/2020	P [REDACTED], J [REDACTED]	80.00	1,456.00	362.12	235.07	858.81	DD	109.01	1,565.01
09/18/2020	P [REDACTED], S [REDACTED]	80.00	1,816.00	231.32	576.96	1,007.72	DD	137.74	1,953.74
09/18/2020	T [REDACTED], W [REDACTED]	43.00	2,848.75	365.08	881.95	1,601.72	DD	217.40	3,066.15
09/18/2020	T [REDACTED], A [REDACTED]	80.00	2,212.00	243.68	203.24	1,765.08	DD	155.16	2,367.16
09/18/2020	T [REDACTED], T [REDACTED]	56.00	1,344.00	145.77	462.68	735.55	DD	81.04	1,425.04
09/18/2020	W [REDACTED], D [REDACTED]	80.00	3,880.00	765.93	543.48	2,570.59	DD	293.09	4,173.09
09/18/2020	Y [REDACTED], K [REDACTED]	80.00	4,634.40	701.35	1,130.12	2,802.93	DD	323.96	4,958.36
09/18/2020	Z [REDACTED], F [REDACTED]	80.00	3,080.00	444.69	661.73	1,973.58	DD	224.38	3,304.38
09/18/2020	Z [REDACTED], G [REDACTED]	80.00	4,180.00	705.37	711.35	2,763.28	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,347.00	\$51,411.15	\$8,242.22	\$9,486.40	\$33,682.53		\$3,734.01	\$55,145.16
Total Net Pays for 45 - ENG Semi Cond: 18									
Department: 46 - ASICS Design									
09/18/2020	A [REDACTED], J [REDACTED]	80.00	5,936.00	1,754.67	869.98	3,311.35	DD	449.34	6,385.34
09/18/2020	B [REDACTED], V [REDACTED]	80.00	4,736.00	924.13	161.49	3,650.38	DD	349.95	5,085.95
09/18/2020	F [REDACTED], J [REDACTED]	80.00	6,188.00	1,425.03	258.78	4,504.19	DD	455.50	6,643.50
09/18/2020	K [REDACTED], S [REDACTED]	80.00	2,248.00	314.35	184.68	1,748.97	DD	158.08	2,406.08
09/18/2020	M [REDACTED], D [REDACTED]	80.00	1,912.00	304.93	113.51	1,493.56	DD	137.59	2,049.59
09/18/2020	M [REDACTED], R [REDACTED]	80.00	4,680.00	1,363.33	571.05	2,745.62	DD	355.64	5,035.64
09/18/2020	N [REDACTED], M [REDACTED]	64.00	3,414.40	885.20	46.67	2,482.53	DD	258.83	3,673.23
09/18/2020	X [REDACTED], F [REDACTED]	62.00	62.00	5.36	0.00	56.64	DD	4.74	66.74
09/18/2020	Y [REDACTED], M [REDACTED]	80.00	5,428.00	1,192.07	446.38	3,789.55	DD	400.22	5,828.22
Department Totals: 46 - ASICS Design		686.00	\$34,604.40	\$8,169.07	\$2,652.54	\$23,782.79		\$2,569.89	\$37,174.29
Total Net Pays for 46 - ASICS Design: 9									
Department: 47 - Semi Conductor Equipment & Maintenance									
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	56.00	1,002.40	269.01	256.05	477.34	30001	74.30	1,076.70
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	64.00	1,145.60	281.43	256.05	608.12	30002	85.26	1,230.86
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	80.00	1,432.00	306.18	31.05	1,094.77	30003	107.17	1,539.17
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	80.00	1,432.00	306.22	30.45	1,095.33	30004	107.22	1,539.22
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	80.00	1,432.00	306.24	30.45	1,095.31	30005	107.22	1,539.22
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	40.00	716.00	217.96	334.95	163.09	30006	29.16	745.16
09/25/2020 - Manual	E [REDACTED], A [REDACTED]	25.05	774.05	251.95	0.00	522.10	30007	59.21	833.26

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Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
09/25/2020 - Manual	E. A.	4.00	123.60	123.60	0.00	0.00	30008	9.45	133.05
Department Totals: 47 - Semi Conductor Equipment & Maintenance		429.05	\$8,057.65	\$2,062.59	\$939.00	\$5,056.06		\$578.99	\$8,636.64
Total Net Pays for 47 - Semi Conductor Equipment & Maintenance: 0									
Department: 48 - Eng Test And Support									
09/18/2020	D. C.	60.00	4,524.00	709.35	1,167.52	2,647.13	DD	331.20	4,855.20
09/18/2020	V.	80.00	2,647.20	620.63	289.81	1,736.76	DD	198.04	2,845.24
09/18/2020	U. H.	80.00	3,416.00	581.05	121.29	2,713.66	DD	252.04	3,668.04
09/18/2020	P. J.	80.00	1,935.60	337.73	86.21	1,511.66	DD	143.30	2,078.90
09/18/2020	Y. S.	80.00	3,460.00	338.43	1,306.76	1,814.81	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		380.00	\$15,982.80	\$2,587.19	\$2,971.59	\$10,424.02		\$1,171.55	\$17,154.35
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
09/18/2020	H. J.	40.00	2,904.00	526.43	221.29	2,156.28	DD	205.23	3,109.23
Department Totals: 81 - NTL Semi Conductor Manufacturing		40.00	\$2,904.00	\$526.43	\$221.29	\$2,156.28		\$205.23	\$3,109.23
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
09/18/2020	C. C.	80.00	2,085.60	226.34	1,037.16	822.10	DD	156.70	2,242.30
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$226.34	\$1,037.16	\$822.10		\$156.70	\$2,242.30
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
09/18/2020	S. C.	80.00	1,128.00	124.54	256.55	746.91	DD	85.77	1,213.77
09/18/2020	T. C.	80.00	1,212.80	206.14	4.62	1,002.04	DD	92.78	1,305.58
09/18/2020	V. D.	24.00	372.00	29.83	31.18	310.99	DD	26.38	398.38
09/18/2020	Y. Y.	64.00	3,632.00	782.60	6.95	2,842.45	DD	277.31	3,909.31
09/18/2020	Y. F.	80.00	1,708.00	228.68	32.33	1,446.99	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		328.00	\$8,052.80	\$1,371.79	\$331.63	\$6,349.38		\$610.43	\$8,663.23
Total Net Pays for B140 - Epi Lab Eng: 5									
Pay Frequency Totals: Biweekly		4,928.05	\$222,026.30	\$45,639.39	\$29,722.72	\$146,664.19		\$13,610.76	\$235,637.06
Total Net Pays for Biweekly frequency: 65									
Company Totals:		4,928.05	\$222,026.30	\$45,639.39	\$29,722.72	\$146,664.19		\$13,610.76	\$235,637.06
Total Net Pays for Company: 65									

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EXHIBIT H

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Payroll Summary → Proc 9/25/20

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Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Pay Frequency: Biweekly									
Department: 01 - Corporate									
09/25/2020	B. W.	80.00	4,729.60	1,503.11	69.55	3,156.94	DD	356.49	5,086.09
09/25/2020	E. H.	80.00	14,344.80	4,927.45	0.00	9,417.35	DD	208.00	14,552.80
09/25/2020	M. D.	80.00	3,480.00	1,091.78	0.00	2,388.22	DD	266.22	3,746.22
Department Totals: 01 - Corporate		240.00	\$22,554.40	\$7,522.34	\$69.55	\$14,962.51		\$830.71	\$23,385.11
Total Net Pays for 01 - Corporate: 3									
Department: 06 - LA Sales & Marketing									
09/25/2020	M. J.	80.00	6,684.80	1,488.87	250.00	4,945.93	DD	96.93	6,781.73
09/25/2020	M. B.	80.00	6,493.60	1,519.00	1,023.38	3,951.22	DD	91.84	6,585.44
Department Totals: 06 - LA Sales & Marketing		160.00	\$13,178.40	\$3,007.87	\$1,273.38	\$8,897.15		\$188.77	\$13,367.17
Total Net Pays for 06 - LA Sales & Marketing: 2									
Department: 25 - Finance HR									
09/25/2020	K. S.	80.00	4,380.00	665.18	1,081.29	2,633.53	DD	325.79	4,705.79
09/25/2020	R. R.	2.00	4.00	0.34	0.00	3.66	DD	0.58	4.58
09/25/2020	Z. M.	80.00	6,352.00	1,616.45	483.39	4,252.16	DD	90.62	6,442.62
Department Totals: 25 - Finance HR		162.00	\$10,736.00	\$2,281.97	\$1,564.68	\$6,889.35		\$416.99	\$11,152.99
Total Net Pays for 25 - Finance HR: 3									
Department: 26 - IT Comm									
09/25/2020	T. H.	80.00	4,370.40	828.70	958.50	2,583.20	DD	334.33	4,704.73
Department Totals: 26 - IT Comm		80.00	\$4,370.40	\$828.70	\$958.50	\$2,583.20		\$334.33	\$4,704.73
Total Net Pays for 26 - IT Comm: 1									
Department: 27 - Facilities									
09/25/2020	E. C.	8.00	204.00	1.08	191.62	11.30	DD	0.95	204.95
09/25/2020	M. W.	40.00	1,264.00	140.08	217.99	905.93	DD	96.70	1,360.70
Department Totals: 27 - Facilities		48.00	\$1,468.00	\$141.16	\$409.61	\$917.23		\$97.65	\$1,565.65
Total Net Pays for 27 - Facilities: 2									
Department: 30 - Administration									
09/25/2020	E. G.	31.00	296.05	120.34	0.00	175.71	DD	22.65	318.70
Department Totals: 30 - Administration		31.00	\$296.05	\$120.34	\$0.00	\$175.71		\$22.65	\$318.70
Total Net Pays for 30 - Administration: 1									
Department: 40 - Engineering									
09/25/2020	C. C.	80.00	9,960.00	2,234.56	1,139.54	6,585.90	DD	142.58	10,102.58
09/25/2020	K. M.	80.00	5,640.00	1,372.19	164.91	4,102.90	DD	418.85	6,058.85
09/25/2020	Z. D.	80.00	3,200.00	325.24	1,131.33	1,743.43	DD	231.24	3,431.24
Department Totals: 40 - Engineering		240.00	\$18,800.00	\$3,931.99	\$2,435.78	\$12,432.23		\$792.67	\$19,592.67
Total Net Pays for 40 - Engineering: 3									
Department: 41 - ENG Technology									
09/25/2020	A. M.	80.00	5,116.00	956.94	1,071.38	3,087.68	DD	376.35	5,492.35
09/25/2020	K. M.	80.00	2,040.00	375.32	230.25	1,434.43	DD	153.99	2,193.99
09/25/2020	M. D.	80.00	1,068.00	155.53	31.05	881.42	DD	79.33	1,147.33
Department Totals: 41 - ENG Technology		240.00	\$8,224.00	\$1,487.79	\$1,332.68	\$5,403.53		\$609.67	\$8,833.67
Total Net Pays for 41 - ENG Technology: 3									
Department: 42 - ENG OPT DSN									
09/25/2020	D. N.	29.00	1,505.10	143.43	418.75	942.92	DD	115.14	1,620.24
09/25/2020	L. L.	80.00	4,336.00	1,079.62	399.30	2,857.08	DD	328.57	4,664.57
09/25/2020	L. H.	80.00	2,920.00	308.73	1,265.42	1,345.85	DD	183.82	3,103.82
09/25/2020	P. M.	64.00	3,824.00	653.81	916.83	2,253.36	DD	279.27	4,103.27
Department Totals: 42 - ENG OPT DSN		253.00	\$12,585.10	\$2,185.59	\$3,000.30	\$7,399.21		\$906.80	\$13,491.90

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Total Net Pays for 42 - ENG OPT DSN: 4									
Department: 43 - ENG Mechanical									
09/25/2020	C [REDACTED]	80.00	3,496.00	740.54	31.20	2,724.26	DD	265.50	3,761.50
09/25/2020	M [REDACTED], M [REDACTED]	11.00	693.00	43.61	226.28	423.11	DD	38.57	731.57
09/25/2020	R [REDACTED], M [REDACTED]	64.00	1,382.40	234.28	34.14	1,113.98	DD	103.37	1,485.77
Department Totals: 43 - ENG Mechanical		155.00	\$5,571.40	\$1,018.43	\$291.62	\$4,261.35		\$407.44	\$5,978.84
Total Net Pays for 43 - ENG Mechanical: 3									
Department: 45 - ENG Semi Cond									
09/25/2020	B [REDACTED], G [REDACTED]	80.00	3,724.00	672.94	183.84	2,867.22	DD	270.82	3,994.82
09/25/2020	C [REDACTED], P [REDACTED]	80.00	2,040.00	243.15	355.79	1,441.06	DD	134.28	2,174.28
09/25/2020	G [REDACTED], B [REDACTED]	80.00	4,600.00	713.64	387.68	3,498.68	DD	322.24	4,922.24
09/25/2020	G [REDACTED], N [REDACTED]	80.00	3,348.00	855.23	283.56	2,209.21	DD	249.73	3,597.73
09/25/2020	L [REDACTED], C [REDACTED]	80.00	2,752.00	437.56	380.83	1,933.61	DD	198.09	2,950.09
09/25/2020	L [REDACTED], L [REDACTED]	80.00	2,748.00	383.14	929.47	1,435.39	DD	201.54	2,949.54
09/25/2020	L [REDACTED], Y [REDACTED]	64.00	3,846.40	564.99	1,144.69	2,136.72	DD	284.97	4,131.37
09/25/2020	M [REDACTED], J [REDACTED]	80.00	1,040.00	148.53	35.07	856.40	DD	77.18	1,117.18
09/25/2020	N [REDACTED], D [REDACTED]	80.00	2,617.60	472.65	378.89	1,766.06	DD	199.95	2,817.55
09/25/2020	P [REDACTED], J [REDACTED]	80.00	1,456.00	362.12	235.07	858.81	DD	109.01	1,565.01
09/25/2020	P [REDACTED], S [REDACTED]	80.00	1,816.00	231.31	576.96	1,007.73	DD	137.74	1,953.74
09/25/2020	T [REDACTED], W [REDACTED]	39.00	2,583.75	304.51	881.95	1,397.29	DD	197.12	2,780.87
09/25/2020	T [REDACTED], A [REDACTED]	80.00	2,212.00	243.70	203.24	1,765.06	DD	155.16	2,367.16
09/25/2020	T [REDACTED], T [REDACTED]	48.00	1,152.00	107.17	462.68	582.15	DD	66.36	1,218.36
09/25/2020	W [REDACTED], D [REDACTED]	80.00	3,880.00	765.90	543.48	2,570.62	DD	293.09	4,173.09
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	80.00	4,634.40	701.34	1,130.12	2,802.94	11001	323.96	4,958.36
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	80.00	4,634.40	845.29	399.62	3,389.49	11002	323.96	4,958.36
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	80.00	4,634.40	836.97	427.81	3,369.62	11003	321.81	4,956.21
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	80.00	4,634.40	254.05	2,610.67	1,769.68	11004	154.81	4,789.21
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	80.00	4,634.40	452.02	1,818.67	2,363.71	11005	215.41	4,849.81
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	13.84	981.67	84.93	0.00	896.74	11006	75.09	1,056.76
09/25/2020 - Manual	Y [REDACTED], K [REDACTED]	80.00	5,674.40	1,412.11	0.00	4,262.29	11007	434.09	6,108.49
09/25/2020	Z [REDACTED], F [REDACTED]	72.00	2,772.00	367.26	661.73	1,743.01	DD	200.82	2,972.82
09/25/2020	Z [REDACTED], G [REDACTED]	80.00	4,180.00	705.34	711.35	2,763.31	DD	311.26	4,491.26
Department Totals: 45 - ENG Semi Cond		1,756.84	\$76,595.82	\$12,165.85	\$14,743.17	\$49,686.80		\$5,258.49	\$81,854.31
Total Net Pays for 45 - ENG Semi Cond: 17									
Department: 46 - ASICS Design									
09/25/2020	A [REDACTED], J [REDACTED]	80.00	5,936.00	1,754.66	869.98	3,311.36	DD	449.34	6,385.34
09/25/2020	B [REDACTED], V [REDACTED]	80.00	4,736.00	924.12	161.49	3,650.39	DD	349.95	5,085.95
09/25/2020	F [REDACTED], J [REDACTED]	80.00	6,188.00	1,425.04	258.78	4,504.18	DD	455.50	6,643.50
09/25/2020	K [REDACTED], S [REDACTED]	80.00	2,248.00	314.36	184.68	1,748.96	DD	158.08	2,406.08
09/25/2020	M [REDACTED], D [REDACTED]	64.00	1,529.60	217.17	113.51	1,198.92	DD	108.33	1,637.93
09/25/2020	M [REDACTED], R [REDACTED]	80.00	4,680.00	1,548.18	31.05	3,100.77	DD	355.64	5,035.64
09/25/2020 - Manual	N [REDACTED], M [REDACTED]	56.00	2,866.00	661.01	46.67	2,158.32	11008	216.88	3,082.88
09/25/2020 - Manual	N [REDACTED], M [REDACTED]	80.00	4,540.00	1,353.57	46.67	3,139.76	11009	344.93	4,884.93
09/25/2020 - Manual	N [REDACTED], M [REDACTED]	80.00	4,540.00	1,352.05	50.27	3,137.68	11010	344.66	4,884.66
09/25/2020 - Manual	N [REDACTED], M [REDACTED]	40.00	2,270.00	300.41	703.78	1,265.81	11011	136.54	2,406.54
09/25/2020 - Manual	N [REDACTED], M [REDACTED]	0.88	61.38	5.31	0.00	56.07	11012	4.70	66.08
09/25/2020 - Manual	N [REDACTED], M [REDACTED]	6.00	418.50	36.19	0.00	382.31	11013	32.02	450.52
09/25/2020	X [REDACTED], F [REDACTED]	56.00	56.00	4.84	0.00	51.16	DD	4.28	60.28
09/25/2020	Y [REDACTED], M [REDACTED]	80.00	5,428.00	1,192.07	446.38	3,789.55	DD	400.22	5,828.22

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Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No	Employer Liability	Total Expense
Department Totals: 46 - ASICS Design		862.88	\$45,497.48	\$11,088.98	\$2,913.26	\$31,495.24		\$3,361.07	\$48,858.55
Total Net Pays for 46 - ASICS Design: 8									
Department: 48 - Eng Test And Support									
09/25/2020	D [REDACTED], C [REDACTED]	64.00	4,825.60	791.54	1,167.52	2,866.54	DD	354.27	5,179.87
09/25/2020	I [REDACTED], V [REDACTED]	80.00	2,647.20	620.65	289.81	1,736.74	DD	198.04	2,845.24
09/25/2020	L [REDACTED], H [REDACTED]	80.00	3,416.00	581.05	121.29	2,713.66	DD	252.04	3,668.04
09/25/2020	P [REDACTED], J [REDACTED]	80.00	1,935.60	337.72	86.21	1,511.67	DD	143.30	2,078.90
09/25/2020	Y [REDACTED], S [REDACTED]	80.00	3,460.00	338.41	1,306.75	1,814.84	DD	246.97	3,706.97
Department Totals: 48 - Eng Test And Support		384.00	\$16,284.40	\$2,669.37	\$2,971.58	\$10,643.45		\$1,194.62	\$17,479.02
Total Net Pays for 48 - Eng Test And Support: 5									
Department: 81 - NTL Semi Conductor Manufacturing									
09/25/2020	H [REDACTED], J [REDACTED]	44.00	3,194.40	604.95	221.29	2,368.16	DD	227.44	3,421.84
Department Totals: 81 - NTL Semi Conductor Manufacturing		44.00	\$3,194.40	\$604.95	\$221.29	\$2,368.16		\$227.44	\$3,421.84
Total Net Pays for 81 - NTL Semi Conductor Manufacturing: 1									
Department: 90 - Supply Chain									
09/25/2020	C [REDACTED], C [REDACTED]	80.00	2,085.60	226.34	1,037.16	822.10	DD	156.70	2,242.30
Department Totals: 90 - Supply Chain		80.00	\$2,085.60	\$226.34	\$1,037.16	\$822.10		\$156.70	\$2,242.30
Total Net Pays for 90 - Supply Chain: 1									
Department: B140 - Epi Lab Eng									
09/25/2020	H [REDACTED], H [REDACTED]	80.00	2,840.00	173.06	252.93	2,414.01	DD	0.00	2,840.00
09/25/2020	S [REDACTED], C [REDACTED]	80.00	1,128.00	124.52	256.55	746.93	DD	85.77	1,213.77
09/25/2020	T [REDACTED], C [REDACTED]	80.00	1,212.80	206.14	4.62	1,002.04	DD	92.78	1,305.58
09/25/2020	V [REDACTED], D [REDACTED]	16.00	248.00	19.10	31.18	197.72	DD	16.89	264.89
09/25/2020	Y [REDACTED], Y [REDACTED]	61.00	3,461.75	736.23	6.95	2,718.57	DD	264.29	3,726.04
09/25/2020	Y [REDACTED], F [REDACTED]	80.00	1,708.00	228.69	32.33	1,446.98	DD	128.19	1,836.19
Department Totals: B140 - Epi Lab Eng		397.00	\$10,598.55	\$1,487.74	\$584.56	\$8,526.25		\$587.92	\$11,186.47
Total Net Pays for B140 - Epi Lab Eng: 6									
Pay Frequency Totals: Biweekly		5,133.72	\$252,040.00	\$50,769.41	\$33,807.12	\$167,463.47		\$15,393.92	\$267,433.92
Total Net Pays for Biweekly frequency: 63									
Company Totals:		5,133.72	\$252,040.00	\$50,769.41	\$33,807.12	\$167,463.47		\$15,393.92	\$267,433.92
Total Net Pays for Company: 63									

Company: Ostendo Technologies Inc
Check date: 9/25/2020 - Payroll 1
Pay Period: 12/28/2019 to: 01/10/2020

3 of 3
Run Number: 0021

Date Printed: 10/03/2020 12:56
25850993 - KF/S4R

CONFIDENTIAL BUSINESS AND PROPRIETARY INFORMATION

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 2, 2023, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JACKSON LEWIS P.C.

Guillermo A. Escobedo, Esq.

Samantha S. McPherson, Esq.

225 Broadway, Suite 2000

San Diego, CA 92101

Guillermo.escobedo@jacksonlewis.com

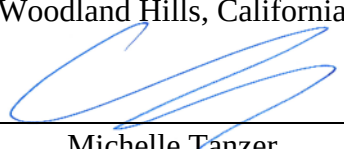
Samantha.mcpherson@jacksonlewis.com

[] (BY MAIL): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 2, 2023, at Woodland Hills, California.


Michelle Tanzer